

City of Fremont, Nebraska, is inviting you to a Zoom webinar.  
When: July 13, 2021 6:00 PM Central Time (US and Canada)  
Topic: July 13, 2021 City Council & Special City Council Meetings

### Zoom Meeting Information

View Video Tutorials:

<https://support.zoom.us/hc/en-us/articles/201362193-How-Do-I-Join-A-Meeting->

Please click the link below to join the webinar:

**<https://zoom.us/j/91464913418>**

## Webinar ID: 914 6491 3418

Or iPhone one-tap :

US: +13462487799,,99094476640# or +16699009128,,99094476640#

Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 9128

+1 346 248 7799

+1 301 715 8592

+1 312 626 6799

+1 646 558 8656

+1 253 215 8782

## Webinar ID: 914 6491 3418

International numbers available: <https://zoom.us/u/ac3jsnwxxkH>

**Please note: Zoom requires a name and an email address to participate via computer, tablet or smartphone. Please enter your first name and enter [attendee@fremontne.gov](mailto:attendee@fremontne.gov) as your email address.**

If you participate by telephone, no identification is required. To request to make a comment during a public hearing or public comment period, please **press \*9 to electronically raise your hand** allowing the Mayor to call on you. Once called upon you will be notified that you are unmuted. **Press \*6 to unmute your phone and press \*6 to mute your phone** when you are finished speaking, or wait to be muted by the host.



**SPECIAL CITY COUNCIL MEETING & REGULAR CITY COUNCIL MEETING**

**July 13, 2021**

**Special Meeting – 6:00 PM**

**Regular Meeting – 7:00 PM**

**City Council Chambers 400 East Military, Fremont NE**

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**SPECIAL CITY COUNCIL MEETING AGENDA**

**6:00 PM**

**MEETING CALLED TO ORDER**

**ROLL CALL**

- [1.](#) Large Project Discussion, Part II of Biennial Budget Discussion

**ADJOURNMENT**

**CITY COUNCIL REGULAR MEETING AGENDA**

**7:00 PM – Following the preceding Meeting**

**MEETING CALLED TO ORDER**

**ROLL CALL**

**MAYOR COMMENTS**

*(There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)*

1. Motion to adopt current agenda for the July 13, 2021 Regular Meeting

**PUBLIC HEARINGS:**

- [2.](#) Resolution 2021-092 for a Class C Liquor License for Ortiz's Bars, LLC dba Los Mezcales, 210 N. Main Street

**CONSENT AGENDA:** All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items

unless a Council Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately.

- [3.](#) Motion to approve June 30, 2021 through July 13, 2021 claims and authorize checks to be drawn on the proper accounts
- [4.](#) Motion to receive Report of the Treasury
- [5.](#) Dispense with and approve June 29, 2021 Regular City Council and June 29, 2021 Special City Council Meeting Minutes
- [6.](#) Resolution 2021-093 approving the request of Mollie Anderson on behalf of 1971 Class Reunion Committee to close City Parking Lot (Opera House) and authorize Special Designated License on August 21, 2021
- [7.](#) Motion to approve concrete license applications for Concrete Modality and Zarate Construction
- [8.](#) Motion to approve the recommendation of the Mayor to reappoint Bill Dugan and Eric Johnson to terms ending June 2024 to the Airport Advisory Committee
- [9.](#) Motion to authorize the Mayor to sign Amendment #1 for the MS4 Program Support Agreement with Felsburg Holt and Ullevig
- [10.](#) Resolution 2021-094 authorizing Mayor to sign street closure agreement with Main Street Fremont for Summer Fest Event
- [11.](#) Resolution 2021-095 authorizing Mayor to sign Street Closure Agreement with Run Nebraska LLC, for their 3rd Annual White Light Mile (1-mile road race)

**UNFINISHED BUSINESS:** Requires individual associated action

- [12.](#) Council Member Ellis item - Ordinance 5578 restricting parking near mailboxes (second reading)

**NEW BUSINESS:** Requires individual associated action

- [13.](#) Motion authorizing the Mayor to sign construction contract with M.E. Collins for Johnson Road South UPRR Crossing Improvements
- [14.](#) Resolution 2021-096 approving the closure of 5th Street between Main Street, West and the alley at the request of Lund-Ross Constructors Inc., for demolition work to the 505 Building
- [15.](#) Motion to authorize the Mayor to sign contract with Southern Environmental, Inc. for Lon D. Wright (LDW) Coal Handling Modifications
- [16.](#) Motion to approve the recommendation of the Mayor to appoint three City Council members to the City-County Joint Redistricting Committee
17. Closed session to discuss potential property purchase and strategy session with respect to collective bargaining

18. Resolution 2021-097 to authorize City staff to make purchase of property located at 230 West 9th Street

## ADJOURNMENT

Agenda posted at the Municipal Building on July 7, 2021 and online at [www.fremontne.gov](http://www.fremontne.gov). Agenda distributed to the Mayor and City Council on July 7, 2021. This meeting is preceded by publicized notice in the Fremont Tribune on the last Thursday of the preceding month and the agenda, including any notice of study session or public hearing, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on the agenda.

### **§2-109 Audience / Participant; Rules of Conduct.**

The following rules are established for audience members and participants at a Council meeting:

1. At the discretion of the presiding officer, any person may address the Council, on any agenda item; however, questions to City officials or staff, other speakers, or members of the audience are not permitted and will not be answered.
2. Any person wishing to address the Council shall first state their name and address
3. Remarks shall be limited to five minutes unless extended or limited by the Presiding Officer or majority vote of the Council.
4. No person will be permitted to address the Council more than once during discussion of a particular agenda item. Rebuttal comments are not permitted.
5. Repetitive or cumulative remarks may be limited or excluded by the Presiding Officer or majority vote of the Council.
6. Profanity or raised voice is not permitted.
7. Applause, booing, or other indications of support or displeasure with a speaker are not permitted.
8. Any person violating these rules may be removed from the Council Chambers.

The following additional rules are established and applicable for public participants at an Open Public Comment Period or Study Session meeting:

9. At the direction of the presiding officer, Open Public Comment Period Speaker Topics will be limited to those not covered by a published agenda for any Study Session, or any regular City Council meeting.
10. A priority to speak at Open Public Comment Periods and Study Session shall be given to those speakers who reside within the City limits, or within the ETJ (Extra-Territorial Jurisdiction – a two (2) mile radius of the City limits) of Fremont, and then, as time allows, to those who do not.
11. Member of the public wishing to speak at a Study Session will be required to limit their comments to those that are directly related to the Publicly Noticed Study Session agenda topic(s).
12. Written letters addressed to the City Council will be accepted, as will comment cards that will be made available and collected from those who attend Open Public Comment Period and Study Session meetings who do not wish to speak publicly, but have an issue or concern that they believe the Council should be made aware of.



## STAFF REPORT

**TO:** Honorable Mayor and City Council

**FROM:** Jody Sanders, Director of Finance

**DATE:** July 13, 2021

**SUBJECT:** Large Project Discussion/Special City Council meeting

**Background:** The City Council was given the worksheet of the large projects identified by City Staff for governmental projects at the June 29, 2021 City Council meeting. There is not a listing for a new fire station or a remodel/expansion of the existing fire station because a study is currently underway to provide the City with professional recommendations for the future of the Fremont Fire Department. That Study is not expected to be complete before the City's budget is filed. It is possible to amend the City's budget to allow for implementation of the recommendations of the Study when City Staff and the Council have had an opportunity to consider the implications of the Study's findings.

Tonight, the Council will be asked to consider using a poll to express Councilmembers' interest in pursuing the various 14 City projects listed for consideration. Please note, that not all projects can be completed. Each Councilmember will be given 10 stickers to vote for the various projects. Multiple stickers can be applied to the same project to express interest or perceived urgency of a project.

Also attached to this staff report is a listing of the major projects under consideration by the Utility departments for the next five years. There will not be any polling for this list, as nearly all items are necessary either from a regulatory view point or projected need by the Utility Staff. Brief discussions on the projects will be provided by Utility Staff for your information.

**Fiscal Impact:** As described in the following reports.

City of Fremont  
Large Capital Projects Prioritized  
2022-2023 budget years  
As of 7/13/2021 City Council Special Meeting

Votes	Project	Total estimated cost	Total estimated City cost	Possible funding sources	Committed for Capital	Committed for illegal immigration defense/ levee	Unassigned General Fund Reserves	Sales Tax Reserves - Public Safety	Sales Tax Reserves - Infrastructure	Sales Tax Reserves - Streets	Street Fund Reserves	KENO Fund Reserves	Outside Funding (Possible bond issue?)	Balance of Project
Already Committed	Library expansion	\$ 8,000,000	\$ 2,800,000	Friends of the Library, A Trust, Various foundations and private funding, general fund reserves, directed KENO	\$ 410,000		\$ 390,000						\$ 2,000,000	\$ -
Already Committed	New City Airport terminal	\$ 2,000,000	\$ 2,000,000	DOT - Aeronautics division	\$ 2,000,000									\$ -
Already Committed	New Street department building	\$ 4,400,000	\$ 4,400,000	Street fund reserves, gas tax							\$ 4,400,000			\$ -
	Joint Law Enforcement Center	\$ 22,000,000	\$ 11,000,000	Public Safety Bonds, general fund reserves, sales tax for public safety										\$ 11,000,000
	New Splash Station feature	\$ 3,000,000	\$ 3,000,000	Friends of the Parks, Various foundations and private funding, general fund reserves, directed KENO										\$ 3,000,000
	Neighborhood Pool	\$ 3,000,000	\$ 3,000,000	Friends of the Parks, Various foundations and private funding, general fund reserves, directed KENO										\$ 3,000,000
	Quiet Zones (RR crossings)	\$ 1,800,000	\$ 1,800,000	Street fund (Gas tax), Highway allocation \$, Sales Tax Streets										\$ 1,800,000
	Military Ave/Luther to Johnson	\$ 3,250,000	\$ 3,250,000	Street fund (Gas tax), Highway allocation \$, Sales Tax Streets										\$ 3,250,000
	32nd Street/Yager to Buckingham	\$ 1,075,000	\$ 1,075,000	Street fund (Gas tax), Highway allocation \$, Sales Tax Streets										\$ 1,075,000
	32nd Street/Buckingham to Luther Road	\$ 1,700,000	\$ 1,700,000	Street fund (Gas tax), Highway allocation \$, Sales Tax Streets										\$ 1,700,000
	Clarkson St/6th - 23rd Street	\$ 1,200,000	\$ 1,200,000	Street fund (Gas tax), Highway allocation \$, Sales Tax Streets										\$ 1,200,000
	23rd St/Yager Alignment	\$ 10,000,000	\$ 10,000,000	Street fund (Gas tax), Highway allocation \$, Sales Tax Streets										\$ 10,000,000
	Luther Rd/Military Ave to 23rd Street	\$ 3,200,000	\$ 3,200,000	Street fund (Gas tax), Highway allocation \$, Sales Tax Streets										\$ 3,200,000
	1st Street/ Bell St to Luther Rd	\$ 3,000,000	\$ 3,000,000	Street fund (Gas tax), Highway allocation \$, Sales Tax Streets										\$ 3,000,000
	Pierce & South Street reconstruction	\$ 2,300,000	\$ 2,300,000	Street fund (Gas tax), Highway allocation \$, Sales Tax Streets										\$ 2,300,000
	Lincoln Ave/23rd to 1st Street	\$ 1,800,000	\$ 1,800,000	Street fund (Gas tax), Highway allocation \$, Sales Tax Streets										\$ 1,800,000
	Railroad Ave & Clarmar Storm Sewer/Construction	\$ 1,100,000	\$ 1,100,000	Street fund (Gas tax), Highway allocation \$, Sales Tax Streets										\$ 1,100,000
	Grand Total	\$ 72,825,000	\$ 56,625,000		\$ 2,410,000	\$ -	\$ 390,000	\$ -	\$ -	\$ -	\$ 4,400,000	\$ -	\$ 2,000,000	\$ 47,425,000

City of Fremont  
Large Capital Projects Discussion  
2022-2026 budget years  
As of 7/13/2021 City Council Special Meeting

	Project	Total estimated cost	Total estimated City cost	Timing/priority	Current revenues	Electric Fund Reserves	Combined Utility Revenue Bonds	Contributions in Aid of Construction	Balance of Project
E	ELG Implementation	\$ 4,500,000	\$ 4,500,000	2022 and 2023	\$ 4,500,000				\$ -
E	50T Emergency Black Start Gen	\$ 3,500,000	\$ 3,500,000	2023	\$ 3,500,000				\$ -
E	Coal Handling Thaw Shed	\$ 5,000,000	\$ 5,000,000	2024 If UP requires year round coal deliveries.	\$ 5,000,000				\$ -
E	U8 Generator Stator Rewind	\$ 6,000,000	\$ 6,000,000	2025-2026 necessary maintenance/regulatory asset	\$ 4,000,000	\$ 2,000,000			\$ -
E	Sub Transformer Addition	\$ 2,300,000	\$ 2,300,000	2022 and 2023	\$ 2,300,000				\$ -
E	New Substation	\$ 5,000,000	\$ 5,000,000	2025-2026 projected system demands	\$ 5,000,000				\$ -
W	New horizontal well(s)	\$ 15,000,000	\$ 15,000,000	2025-2026			\$ 15,000,000		\$ -
W	Chemical/Filtration Treatment	\$ 17,500,000	\$ 17,500,000	2023-2026			\$ 17,500,000		\$ -
W	Cedar Bluffs Water Main upsizing	\$ 2,250,000	\$ 2,250,000	2022-2023	\$ 2,250,000				\$ -
S	Phase II of WWTP upgrades	\$ 21,000,000	\$ 21,000,000	2022-2023			\$ 11,000,000	\$ 10,000,000	\$ -
S	Odor Control	\$ 4,000,000	\$ 4,000,000	2025-2026	\$ 4,000,000				\$ -
IT	Enterprise Softare Replacement or Upgrade	\$ 3,000,000	\$ 3,000,000	2024	\$ 3,000,000				\$ -
	Grand Total	\$ 89,050,000	\$ 89,050,000		\$ 33,550,000	\$ 2,000,000	\$ 43,500,000	\$ 10,000,000	\$ -

## STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: July 13, 2021

SUBJECT: Class C Liquor License for Ortiz's Bars, LLC dba Los Mezcales

<p><b>Recommendation:</b> 1) Conduct public hearing, 2) Move to approve Resolution 2021-092, recommending approval of Class C liquor license application of Ortiz's Bars, LLC dba Los Mezcales, 210 N. Main Street, Fremont, NE 68025</p>
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**Background:** After holding a public hearing, Council will need to make a recommendation to the Nebraska Liquor Control Commission regarding the application.

The Resolution presented to Council requires a choice to be made. Council can recommend approval, no recommendation, no recommendation with stipulations or denial. The Resolution has been drafted for approval. If a motion is made to make no recommendation, no recommendation with stipulations or denial, then an amendment to the resolution will be necessary.

**APPLICATION FOR LIQUOR LICENSE  
CHECKLIST - RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.nebraska.gov

<b>RECEIVED</b>		
JUN 21 2021		
<b>NEBRASKA LIQUOR CONTROL COMMISSION</b>		
Hot List: YES/NO	New/Replacing #	
Class Type	<b>124394</b>	Initial
<u>18C</u>		<u>BSH</u>


Applicant name Ortiz's Bars, LLC

Trade name Los Mezcales

Previous trade name N/A

Contact email address jmortiz\_scs@live.com

Provide all the items requested. Failure to provide any item will cause this application to be returned or placed on hold. All documents must be legible. Any false statement or omission may result in the denial, suspension, cancellation or revocation of your license. If your operation depends on receiving a liquor license, the Nebraska Liquor Control Commission cautions you that if you purchase, remodel, start construction, spend or commit money that you do so at your own risk. Prior to submitting your application review the application carefully to ensure that all sections are complete, and that any omissions or errors have not been made. You may want to check with the city/village or county clerk, where you are making application, to see if any additional requirements must be met before submitting application to the Nebraska Liquor Control Commission.

Office use only PAYMENT TYPE <u>CL 1014</u> AMOUNT: <u>\$400-</u> Received: <u>BR</u>	 2100006783
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**RECEIVED**  
REV FEB 2017  
PAGE 1

1. ☒ Fingerprints are required for each person as defined in new application guide, found on our website under "Licensing Tab" in "Guidelines/Brochures". See Form 147 for further information, this form **MUST** be included with your application.
2. ☒ Enclose application fee of \$400 (nonrefundable), check made payable to the Nebraska Liquor Control Commission or you may pay online at PAYPORT.
3. ☒ Enclose the appropriate application forms;
  - Individual License (requires insert form 1)
  - Partnership License (requires insert form 2)
  - Corporate License (requires insert form 3a & 3c)
  - Limited Liability Company (LLC) (requires form 3b & 3c)
4. N/A If building is being leased send a copy of signed lease. Be sure the lease reads in the name of the individual(s), corporation or Limited Liability Company (LLC) making application. Lease term must run through the license year being applied for.
5. ☒ If building is owned or being purchased send a copy of the deed or purchase agreement in the name of the applicant.
6. N/A If buying the business of a current liquor license holder:
  - a. Provide a copy of the purchase agreement from the seller (must read applicants name)
  - b. Provide a copy of alcohol inventory being purchased (must include brand names and container size)
  - c. Enclose a list of the assets being purchased (furniture, fixtures and equipment)
7. N/A If requesting to operate on current liquor license; enclose Temporary Operating Permit (TOP) (Form 125).
8. N/A Enclose a list of any inventory or property owned by other parties that are on the premises.
9. ☒ For citizenship enclose U.S. birth certificate; U.S. passport or naturalization paper
  - a. For residency enclose proof of registered voter in Nebraska
  - b. If permanent resident include Employment Authorization Card or Permanent Resident Card
  - c. See guideline for further assistance
10. ☒ Corporation or Limited Liability Company (LLC) must enclose a copy of articles of incorporation; as filed with the Secretary of State's Office.
11. ☒ Submit a copy of your business plan.

**I acknowledge that this application is not a guarantee that a liquor license will be issued to me, and that the average processing period is 60 days. Furthermore, I understand that all the information is truthful and I accept all responsibility for any false documents.**

Jose M. Alarcon  
Signature

5-13-21  
Date

**APPLICATION FOR LIQUOR LICENSE  
RETAIL**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.nebraska.gov/

**RECEIVED**

JUN 21 2021

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

**CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES  
CHECK DESIRED CLASS**

**RETAIL LICENSE(S)**

**Application Fee \$400 (nonrefundable)**

- ☐ A BEER, ON SALE ONLY  
☐ B BEER, OFF SALE ONLY  
☒ C BEER, WINE, DISTILLED SPIRITS, ON AND OFF SALE  
☐ D BEER, WINE, DISTILLED SPIRITS, OFF SALE ONLY  
☐ I BEER, WINE, DISTILLED SPIRITS, ON SALE ONLY  
☐ J LIMITED ALCOHOLIC LIQUOR, OFF SALE – MUST INCLUDE SUPPLEMENTAL FORM 120  
☐ AB BEER, ON AND OFF SALE  
☐ AD BEER ON SALE ONLY, BEER, WINE, DISTILLED SPIRITS OFF SALE  
☒ ~~IB~~ BEER, WINE, DISTILLED SPIRITS ON SALE, BEER OFF SALE ONLY

☐ Class K Catering license (requires catering application form 106) \$100.00

Additional fees will be assessed at city/village or county level when license is issued

Class C license term runs from November 1 – October 31  
All other licenses run from May 1 – April 30  
Catering license (K) expires same as underlying retail license

**CHECK TYPE OF LICENSE FOR WHICH YOU ARE APPLYING**

- ☐ Individual License (requires insert 1 FORM 104)  
☐ Partnership License (requires insert 2 FORM 105)  
☐ Corporate License (requires insert 3a FORM 101 & 3c FORM 103)  
☒ Limited Liability Company (LLC) (requires form 3b FORM 102 & 3c FORM 103)

**NAME OF ATTORNEY OR FIRM ASSISTING WITH APPLICATION (if applicable)  
Commission will call this person with any questions we may have on this application**

Name Spencer B. Wilson

Phone number: 402-721-6160

Firm Name Yost, Lamme, Hillis, Mitchell, Schulz, Hartmann, & Wilson, P.C.

**PREMISES INFORMATION**Trade Name (doing business as) Los MezcalesStreet Address #1 210 N Main Street

Street Address #2 \_\_\_\_\_

City FremontCounty DodgeZip Code 680255420Premises Telephone number 402-719-3342Business e-mail address jmortiz\_scs@live.com

Is this location inside the city/village corporate limits:

YES

x

NO

Mailing address (where you want to receive mail from the Commission)

Name Jose Ortiz, Jr.Street Address #1 1226 Heatherwood Drive

Street Address #2 \_\_\_\_\_

City FremontState NebraskaZip Code 680255425**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED  
READ CAREFULLY**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, outdoor area, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building. No blue prints please. **Be sure to indicate the direction north and number of floors of the building.**

**\*\*For on premises consumption liquor licenses minimum standards must be met by providing at least two restrooms**

Building: length 75 x width 19 in feetIs there a basement? Yes x No \_\_\_\_\_If yes, length 56 x width 19 in feetIs there an outdoor area? Yes x No \_\_\_\_\_If yes, length 45 x width 19 in feet

PROVIDE DIAGRAM OF AREA TO BE LICENSED BELOW OR ATTACH SEPARATE SHEET

*see enclosed diagram*



Alley

Outside

45' 7" L

22' 4" W

19' 10" total width

11' 5" W  
Kitchen

19' 9" L

19' 7" L

8' 12" W

5' 0" x 8' 0" Room

10' 5" L  
9' 7" W  
Waiting Room

7' 8" L  
Bath Room  
4' 8" W  
4' 8" L  
4' 8" W

12' 1" L  
Hallway

40' 5" L  
Booth  
3' 7" W

46' 5" L

19' 9" W  
Bar  
8' 9" L

19' 10" W

main st

75' 9" total length including

**APPLICANT INFORMATION****1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)**

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. **Include traffic violations.** Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☒ YES ☐ NO

If yes, please explain below or attach a separate page

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted (city & state)	Description of Charge	Disposition
Jose Ortiz, Jr.	10/2006	Fremont, NE	No Valid Registration, No Proof of Insurance	\$100 fine
Jose Ortiz, Jr.	12/2006	Fremont, NE	Minor in Possession of Alcohol	\$250 fine
Jose Ortiz, Jr.	03/2019	Fremont, NE	Violate Stop Sign, No Operator's License	\$150 fine
Jose Ortiz, Jr.	05/2019	Fremont, NE	Speeding	\$75 fine
Jose Ortiz, Jr.	05/2013	Omaha, NE	Speeding	\$125 fine
Jose Ortiz, Jr.	04/2019	Omaha, NE	Speeding	\$125 fine

**2. Are you buying the business of a current retail liquor license?**

☐ YES ☒ NO

If yes, give name of business and liquor license number \_\_\_\_\_

- a) Submit a copy of the sales agreement
- b) Include a list of alcohol being purchased, list the name brand, container size and how many
- c) Submit a list of the furniture, fixtures and equipment

**3. Was this premise licensed as liquor licensed business within the last two (2) years?**

☐ YES ☒ NO

If yes, give name and license number \_\_\_\_\_

**4. Are you filing a temporary operating permit (TOP) to operate during the application process?**

☐ YES ☒ NO

If yes:

- a) Attach temporary operating permit (TOP) (Form 125)
- b) TOP will only be accepted at a location that currently holds a valid liquor license.

5. Are you borrowing any money from any source, include family or friends, to establish and/or operate the business?

☒ YES ☐ NO

If yes, list the lender(s) First State Bank

6. Will any person or entity, other than applicant, be entitled to a share of the profits of this business?

☐ YES ☒ NO

If yes, explain. (all involved persons must be disclosed on application)

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**No silent partners**

7. Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

☐ YES ☒ NO

If yes, list such item(s) and the owner. \_\_\_\_\_

8. Is premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, and children, or within 300 feet of a college or university campus?

☐ YES ☒ NO

If yes, provide name and address of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)(1)

Provide letter of support or opposition, see FORM 134 – church or FORM 135 - campus

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9. Is anyone listed on this application a law enforcement officer?

☐ YES ☒ NO

If yes, list the person, the law enforcement agency involved and the person's exact duties.

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10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business.

a) List the individual(s) who will be authorized to write checks and/or withdrawals on accounts at this institution.

First State Bank -- Jose Ortiz, Jr. & Mayra Alarcon Chavez

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11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

N/A

12. List the alcohol related training and/or experience (when and where) of the person(s) making application. Those persons required are listed as followed:

- Individual: Applicant and spouse; spouse is exempt if they filed Form 116 – Affidavit of Non-Participation.
- Partnership: All partners and spouses, spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Limited Liability Company: All member of LLC, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.
- Corporation: President, Stockholders holding 25% or more of shares, Manager and all spouses; spouses are exempt if they filed Form 116 – Affidavit of Non-Participation.

NLCC certified training program completed:

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Jose Ortiz, Jr.	05/2021	ServSafe Alcohol
Mayra Alarcon Chavez	06/2021	ServSafe Alochol

List of NLCC certified training programs

Experience:

Applicant Name/Job Title	Date of Employment:	Name & Location of Business

13. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. **Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.**

Lease: expiration date \_\_\_\_\_  
☒ Deed  
☐ Purchase Agreement

14. When do you intend to open for business? June 1, 2021

15. What will be the main nature of business? Bar

16. What are the anticipated hours of operation? 10 AM - 1 AM Monday - Saturday, 11 AM - 12 AM Sunday

17. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses.

RESIDENCES FOR THE PAST 10 YEARS. APPLICANT AND SPOUSE MUST COMPLETE					
APPLICANT: CITY & STATE	YEAR FROM TO		SPOUSE: CITY & STATE	YEAR FROM TO	
Fremont, NE	2011	2021	Fremont, NE	2011	2021

If necessary attach a separate sheet.

The undersigned applicant(s) hereby consent(s) to an investigation of his/her background and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules, regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

**Applicant Notification and Record Challenge:** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). See guideline for required signatures

Jose M. Ortiz  
Signature of Applicant

Mayra Alarcón Chavez  
Signature of Spouse

Jose M. Ortiz  
Print Name

Mayra Alarcón  
Print Name

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

#### ACKNOWLEDGEMENT

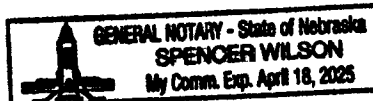
State of Nebraska  
County of Dodge

The foregoing instrument was acknowledged before me this

5-13-21  
date

by Jose Ortiz + Mayra Alarcón Chavez  
name of person(s) acknowledged (individual(s) signing)

[Signature]  
Notary Public signature



**APPLICATION FOR LIQUOR LICENSE  
LIMITED LIABILITY COMPANY (LLC)  
INSERT - FORM 3b**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

Office Use

**RECEIVED**

JUN 21 2021

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

All members including spouse(s), are required to adhere to the following requirements:

- 1) All members spouse(s) must be listed
- 2) Managing/Contact member and all members holding over 25% interest and their spouse(s) (if applicable) must submit fingerprints. See Form 147 for further information, this form MUST be included with your application.
- 3) Managing/Contact member and all members holding over 25 % shares of stock and their spouse (if applicable) must sign the signature page of the Application for License form 100 (even if a spousal affidavit has been submitted)

Attach copy of Articles of Organization (must show electronic stamp or barcode receipt by Secretary of States office)

Name of Registered Agent: Jose Ortiz, Jr.

Name of Limited Liability Company that will hold license as listed on the Articles of Organization

Ortiz's Bars, LLC

LLC Address: 723 Rogers Lane

City: Fremont State: NE Zip Code: 68025-6092

LLC Phone Number: 402-719-3342 LLC Fax Number: N/A

Name of Managing/Contact Member

Name and information of contact member must be listed on following page

Last Name: Ortiz First Name: Jose MI: M

Home Address: 1226 Heatherwood Dr City: Fremont

State: NE Zip Code: 68025-5915 Home Phone Number: 402-719-3342

Jose R. Ortiz

Signature of Managing/Contact Member

**ACKNOWLEDGEMENT**

State of Nebraska  
County of Dodge

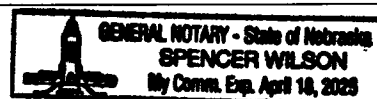
5-13-21

Date

The foregoing instrument was acknowledged before me this

by Jose Ortiz  
name of person acknowledge

Affix Seal



List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: Ortiz First Name: Jose MI: M  
Social Security Number [REDACTED] Date of Birth [REDACTED]  
Spouse Full Name (indicate N/A if single): Mayra Alarcon Chavez  
Spouse Social Security Number [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 76%

Last Name: Chavez First Name: Mayra MI: A  
Social Security Number [REDACTED] Date of Birth [REDACTED]  
Spouse Full Name (indicate N/A if single): Jose Ortiz, Jr.  
Spouse Social Security Number [REDACTED] Date of Birth: [REDACTED]  
Percentage of member ownership 24%

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): \_\_\_\_\_  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Percentage of member ownership \_\_\_\_\_

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Spouse Full Name (indicate N/A if single): \_\_\_\_\_  
Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Percentage of member ownership \_\_\_\_\_

List names of all members and their spouses (even if a spousal affidavit has been submitted)

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Spouse Full Name (indicate N/A if single): \_\_\_\_\_

Spouse Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Percentage of member ownership \_\_\_\_\_

---



Is the applying Limited Liability Company controlled by another corporation/company?

☐ YES

☒ NO

If yes, provide the following:

- 1) Name of corporation \_\_\_\_\_
- 2) Supply an organizational chart of the controlling corporation named above
- 3) Controlling corporation **MUST** be registered with the Nebraska Secretary of State, copy of articles must be submitted with application §53-126

---

Indicate the company's tax year with the IRS (Example January through December)

Starting Date: January Ending Date: December

---

Is this a Non Profit Corporation?

☐ YES

☒ NO

If yes, provide the Federal ID #. \_\_\_\_\_

# Nebraska Secretary of State

## ORTIZ'S BARS, LLC

Mon Jun 21 16:01:21 2021

**SOS Account Number**

**Status**

Active

**Principal Office Address**

210 N MAIN ST  
FREMONT, NE 68025  
USA

**Registered Agent and Office Address**

JOSE ORTIZ JR  
723 ROGERS LANE  
FREMONT, NE 68025

**Designated Office Address**

723 ROGERS LANE  
FREMONT, NE 68025

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Nov 25 2019

**Next Report Due Date**

Jan 01 2023

**Filed Documents**

Filed documents for ORTIZ'S BARS, LLC may be available for purchase and downloading by selecting the Purchase Now button. Your Nebraska.gov account will be charged the indicated amount for each item you view. If no Purchase Now button appears, please contact Secretary of State's office to request document(s).

Document	Date Filed	Price	
Certificate of Organization	Nov 25 2019	\$0.90 = 2 page(s) @ \$0.45 per page	Purchase Now
Proof of Publication	Dec 18 2019	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now
Biennial Report	Jan 20 2021	\$0.45 = 1 page(s) @ \$0.45 per page	Purchase Now

**Good Standing Documents**

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

**MANAGER APPLICATION  
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

Office Use

**RECEIVED**

JUN 21 2021

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

**FORM MUST BE COMPLETELY FILLED OUT IN ORDER FOR APPLICATION TO BE  
PROCESSED**

**MANAGER MUST:**

- Complete all sections of the application. Be sure it is signed by a **member or corporate officer**, corporate officer or member must be an individual on file with the Liquor Control Commission
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: US birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the State of Nebraska, include a copy of voter card or print document from Secretary of State website with application

Spouse who **will not** participate in the business, **spouse must:**

- Complete the Spousal Affidavit of Non Participation Insert (must be notarized). The non-participating spouse completes the top half; the manager completes the bottom half. **Be sure to complete both halves of this form.**
- Need not answer question #1 of the application

Spouse who **will** participate in the business, the **spouse must:**

- Sign the application
- Fingerprints are required. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application.
- Provide a copy of one of the following: birth certificate, naturalization papers or current US passport (even if you have provided this before)
- Be a registered voter in the state of Nebraska, include a copy of voter card with application
- Spousal Affidavit of Non Participation Insert **not** required

BARCODE

**MANAGER APPLICATION  
INSERT - FORM 3c**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.nebraska.gov

Office Use

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JUN 21 2021

**NEBRASKA LIQUOR  
CONTROL COMMISSION**

**MUST BE:**

- ✓ Include copy of US birth certificate, naturalization paper or current US passport
- ✓ Nebraska resident. Include copy of voter registration card or print out document from Secretary of State website
- ✓ Fingerprinted. See form 147 for further information, read form carefully to avoid delays in processing, this form **MUST** be included with your application
- ✓ 21 years of age or older

**Corporation/LLC Information**

Name of Corporation/LLC: Ortiz's Bars, LLC

**Premise Information**

Liquor License Number: \_\_\_\_\_ Class Type \_\_\_\_\_ (if new application leave blank)

Premise Trade Name/DBA: Los Mezcales

Premise Street Address: 210 N Main Street

City: Fremont County: NE Zip Code: 68025

Premise Phone Number: 402-719-3342

Premise Email address: jmortiz\_scs@live.com

**The individual whose name is listed as a corporate officer or managing member as reported on insert form 3a or 3b or listed with the Commission. To see authorized officers or members search your license information here.**



**SIGNATURE REQUIRED BY CORPORATE OFFICER / MANAGING MEMBER**

(Faxed signatures are acceptable)

Manager's information must be completed below. PLEASE PRINT CLEARLY

Last Name: Ortiz First Name: Jose MI: M

Home Address: 1226 Heatherwood Dr

City: Fremont County: Dodge Zip Code: 68025-5925

Home Phone Number: 402-719-3342

Driver's License Number & State: [REDACTED]

Social Security Number: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Mexico

Email address: jmortiz\_scs@live.com

Are you married? (Yes, complete spouse's information. (Even if a spouse's affidavit has been submitted.)

☒ YES

☐ NO

Spouse's information

Spouses Last Name: Chavez First Name: Mayra MI: A

Social Security Number: [REDACTED]

Driver's License Number & State: [REDACTED]

Date Of Birth: [REDACTED] Place Of Birth: Mexico

APPLICANT & SPOUSE MUST LIST RESIDENCE(S) FOR THE PAST TEN (10) YEARS  
APPLICANT SPOUSE

CITY & STATE	YEAR FROM	YEAR TO	CITY & STATE	YEAR FROM	YEAR TO
Fremont, NE	2011	2021	Fremont, NE	2011	2021

**MANAGER'S LAST TWO EMPLOYERS**

YEAR FROM TO		NAME OF EMPLOYER	NAME OF SUPERVISOR	TELEPHONE NUMBER
2015	2021	Epicentro	Jose Ortiz, Sr.	402-727-1818
2014	2015	Ash Grove Packaging	Rod Gengler	402-727-7525

**1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.**

**Must be completed by both applicant and spouse, unless spouse has filed an affidavit of non-participation.**

Has anyone who is a party to this application, or their spouse, **EVER** been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea, **include traffic violations**. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name. Commission must be notified of any arrests and/or convictions that may occur after the date of signing this application.

☒ YES ☐ NO

If yes, please explain below or attach a separate page.

Name of Applicant	Date of Conviction (mm/yyyy)	Where Convicted ( City & State)	Description of Charge	Disposition
Jose Ortiz, Jr.	10/2006	Fremont, NE	No Valid Registration, No Proof of Insurance	\$100 fine
Jose Ortiz, Jr.	12/2006	Fremont, NE	Minor in Possession of Alcohol	\$250 fine
Jose Ortiz, Jr.	03/2019	Fremont, NE	Violate Stop Sign, No Operator's License	\$150 fine
Jose Ortiz, Jr.	05/2019	Fremont, NE	Speeding	\$75 fine
Jose Ortiz, Jr.	05/2013	Omaha, NE	Speeding	\$125 fine
Jose Ortiz, Jr.	04/2019	Omaha, NE	Speeding	\$125 fine

2. Have you or your spouse ever been approved or made application for a liquor license in Nebraska or any other state?

☐ YES ☒ NO

**IF YES**, list the name of the premise(s):

3. Do you, as a manager, qualify under Nebraska Liquor Control Act (§53-131.01) and do you intend to supervise, in person, the management of the business?

☒ YES ☐ NO

4. List the alcohol related training and/or experience (when and where) of the person making application.

\*NLCC Training Certificate Issued: \_\_\_\_\_ Name on Certificate: \_\_\_\_\_

Applicant Name	Date (mm/yyyy)	Name of program (attach copy of course completion certificate)
Jose Ortiz, Jr.	05/2021	ServSafe Alcohol
Mayra Alarcon Chavez	06/2021	ServSafe Alcohol

\*For list of NLCC Certified Training Programs see training

Experience:

Applicant Name / Job Title	Date of Employment:	Name & Location of Business:

5. Have you enclosed form 147 regarding fingerprints?

☒ YES

☐ NO

PERSONAL OATH AND CONSENT OF INVESTIGATION

The above individual(s), being first duly sworn upon oath, deposes and states that the undersigned is the applicant and/or spouse of applicant who makes the above and foregoing application that said application has been read and that the contents thereof and all statements contained therein are true. If any false statement is made in any part of this application, the applicant(s) shall be deemed guilty of perjury and subject to penalties provided by law. (Sec §53-131.01) Nebraska Liquor Control Act.

The undersigned applicant hereby consents to an investigation of his/her background including all records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant and spouse waive any rights or causes of action that said applicant or spouse may have against the Nebraska Liquor Control Commission and any other individual disclosing or releasing said information to the Nebraska Liquor Control Commission. If spouse has **NO** interest directly or indirectly, a spousal affidavit of non-participation may be attached.

The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate, or fraudulent.

***Applicant Notification and Record Challenge:*** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in FBI identification record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.

*Jose R. Ortiz*

Signature of Manager Applicant

*Mayra Alarcon Chavez*

Signature of Spouse

ACKNOWLEDGEMENT

State of Nebraska  
County of

*Dodge*

*5-13-21*

date

The foregoing instrument was acknowledged before me this

by

*Jose Ortiz & Mayra Alarcon Chavez*

NAME OF PERSON BEING ACKNOWLEDGED

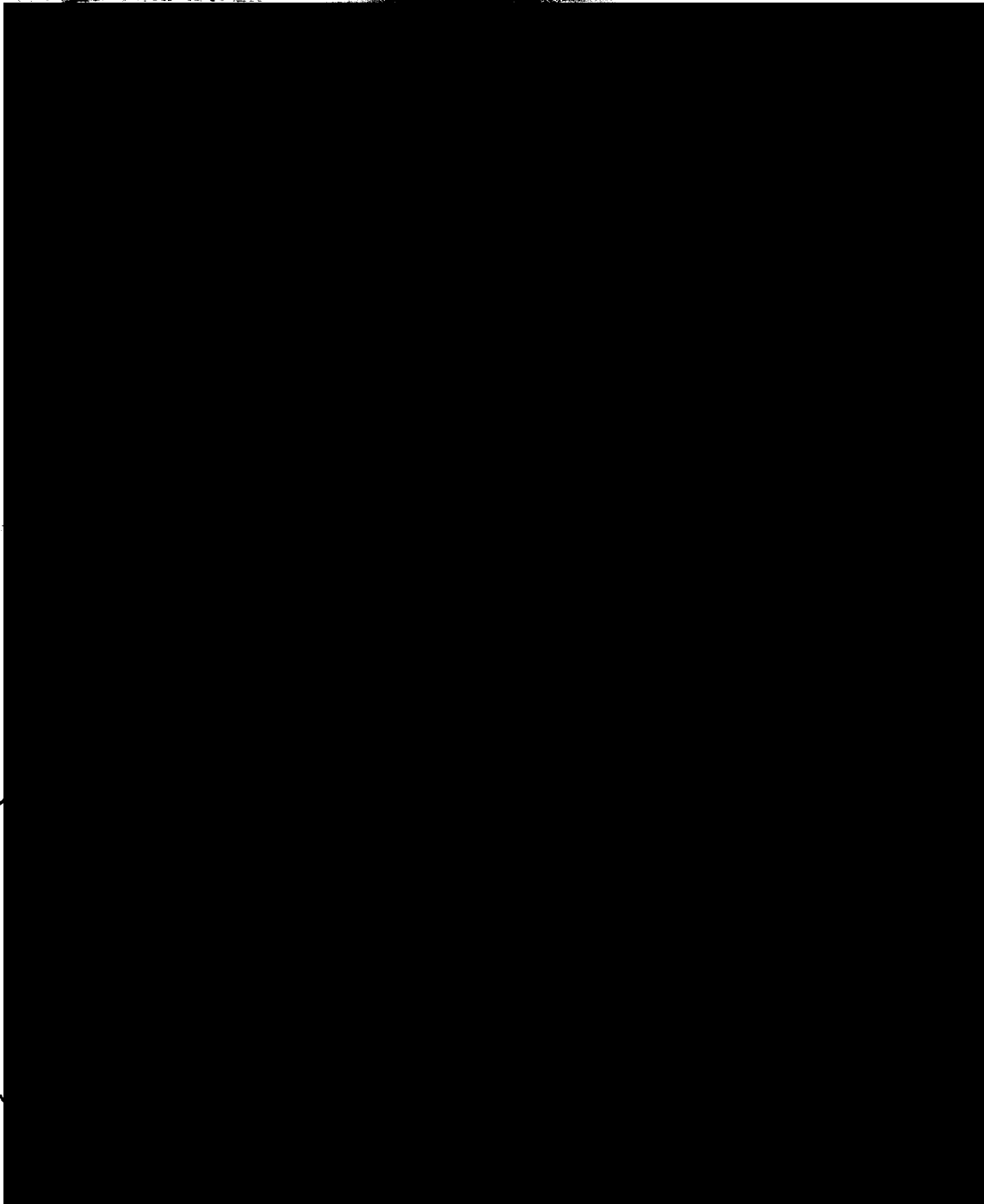
*[Signature]*  
Notary Public signature

Affix Seal



In compliance with the ADA, this application is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.







[Back to Lookup](#) / [Registrant Detail](#)

# Jose M Ortiz

Political Party

Precinct

City of Fremont 3B 012

## Election Details

11/03/2020 2020 General Election

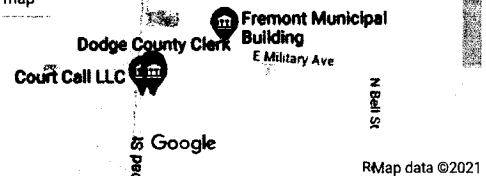
We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

## Polling Location

Fremont 3B 012

📍 Courthouse Fremont, NE 68025

[View larger map](#)



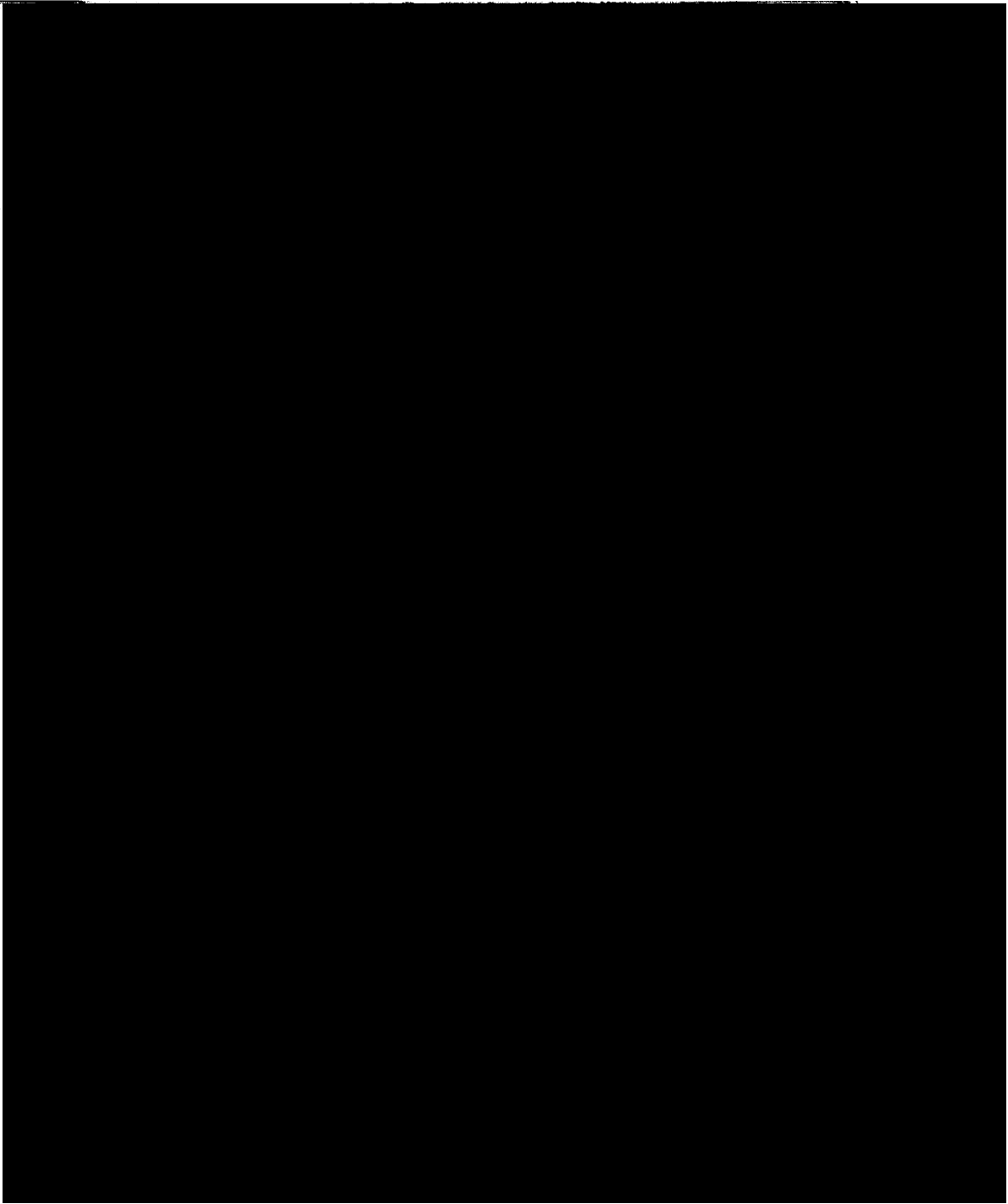
## Ballot Styles

012.1

## Districts

[Show](#) ▼

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[Back to Lookup](#) / [Registrant Detail](#)

# Mayra Alarcon

Political Party



Precinct

**City of Fremont 3C 013**

## Election Details

11/03/2020 2020 General Election



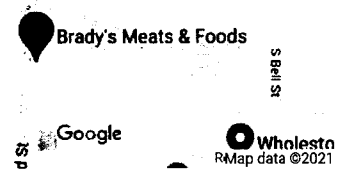
We did not find an absentee or provisional ballot associated with the selected election. This website does not track the status of a traditional ballot voted at the polls. If you voted a traditional ballot at the polls, your ballot has been accepted and counted.

## Polling Location

**Fremont 3C 013**

📍 Brady's Meats & Foods Fremont, NE 68025

[View larger map](#)



## Ballot Styles

013.1

## Districts

[Show](#) ▼

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**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

Office Use only <b>RECEIVED</b>  JUN 21 2021  <b>NEBRASKA LIQUOR CONTROL COMMISSION</b> Do not stamp any of the following pages
---

**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:**  
**DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of \$45.25 per person **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the NSP PayPort online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
3800 NW 12<sup>th</sup> Street  
Lincoln, NE 68521
- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
- Fingerprints taken at local law enforcement offices may be released to the applicants;  
*Fingerprint cards should be submitted with the application.*

***Applicant Notification and Record Challenge:*** Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedures for obtaining a change, correction, or updating a FBI identification record are set forth in Title 28, CFR, 16.34.

\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name Los Mezcales

Name of Person Being Fingerprinted: Jose Ortiz, Jr.

Date of Birth:                      Last 4 SSN:                     

Date fingerprints were taken: 05/03/2021

Location where fingerprints were taken: Omaha

How was payment made to NSP?

☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK #                     

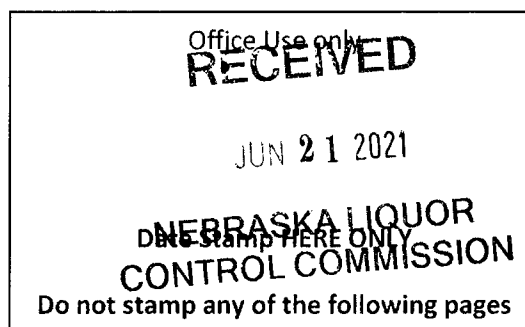
My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☐

Jose U. Ortiz

**SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED**

**PRIVACY ACT STATEMENT/  
SUBMISSION OF FINGERPRINTS /  
PAYMENT OF FEES TO NSP-CID**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)



**THIS FORM IS REQUIRED TO BE SIGNED BY EACH PERSON BEING FINGERPRINTED:**  
**DIRECTIONS FOR SUBMITTING FINGERPRINTS AND FEE PAYMENTS:**

- **FAILURE TO FILE FINGERPRINT CARDS AND PAY THE REQUIRED FEE TO THE NEBRASKA STATE PATROL WILL DELAY THE ISSUANCE OF YOUR LIQUOR LICENSE**
- Fee payment of **\$45.25 per person** **MUST** be made **DIRECTLY** to the Nebraska State Patrol;  
It is recommended to make payment through the **NSP PayPort** online system at [www.ne.gov/go/nsp](http://www.ne.gov/go/nsp)  
Or a check made payable to **NSP** can be mailed directly to the following address:  
**\*\*\*Please indicate on your payment who the payment is for (the name of the person being fingerprinted) and the payment is for a Liquor License\*\*\***  
The Nebraska State Patrol – CID Division  
3800 NW 12<sup>th</sup> Street  
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- Fingerprints taken at NSP LIVESCAN locations will be forwarded to NSP – CID  
*Applicant(s) will not have cards to include with license application.*
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*Fingerprint cards should be submitted with the application.*

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\*\*\*\*Please Submit this form with your completed application to the Liquor Control Commission\*\*\*\*

Trade Name Los Mezcales

Name of Person Being Fingerprinted: Mayra Alarcon Chavez

Date of Birth:                      Last 4 SSN:                     

Date fingerprints were taken: 05/03/2021

Location where fingerprints were taken: Omaha

How was payment made to NSP?

☒ NSP PAYPORT ☐ CASH ☐ CHECK SENT TO NSP CK #                     

My fingerprints are already on file with the commission – fingerprints completed for a previous application less than 2 years ago? YES ☐

Mayra Alarcon Chavez  
SIGNATURE REQUIRED OF PERSON BEING FINGERPRINTED

## Spencer Wilson

---

**From:** Jose Ortiz <jmortiz\_scs@live.com>  
**Sent:** Thursday, May 13, 2021 1:17 PM  
**To:** Spencer Wilson  
**Subject:** Fwd: Nebraska State Patrol - Payment Receipt

Finger print receipt  
Get [Outlook for iOS](#)

---

**From:** nebraska <NoReplyOTC@egov.com>  
**Sent:** Monday, May 3, 2021 11:14:02 AM  
**To:** jmortiz\_scs@live.com <jmortiz\_scs@live.com>  
**Subject:** Nebraska State Patrol - Payment Receipt

### PURCHASE RECEIPT

#### Nebraska State Patrol - Criminal Identification Division

3800 NW 12th Street, Suite A  
Lincoln NE 68521  
(402)479-4971  
nsp.criminalident@nebraska.gov  
OTC Local Ref ID: 60189854  
5/3/2021 11:14 AM

THANK YOU FOR USING THE NEBRASKA STATE PATROL PAYPORT SERVICE

Status: **APPROVED**  
Customer Name: Jose m. Ortiz  
Type: Visa  
Credit Card Number: \*\*\*\* \* [REDACTED]

Items	Quantity	TPE Order ID	Total Amount
Liquor License	1	62486440	\$45.25

Applicant Name: **Jose ortiz**

Date of Birth: [REDACTED]

Last four of Social Security Number [REDACTED]

Liquor License	1	62486440	\$45.25
----------------	---	----------	---------

Applicant Name: **Mayra Alarcon Chavez**

Date of Birth: [REDACTED]

Last four of Social Security Number [REDACTED]

Total remitted to the Nebraska State Patrol - Criminal Identification Division	\$90.50
--	---------

Total Amount Charged	\$92.75
----------------------	---------



ID # 20296865

CARD # 20611153

## ServSafe Alcohol® CERTIFICATE

JOSE ORTIZ



NAME

5/26/2021

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

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Executive Vice President, National Restaurant Association Solutions

Sherman Brown

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.



# Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

ServSafe.com.

ServiceCenter@restaurant.org  
800.765.2122, ext. 6703

**ServSafe**  
National Restaurant Association

ID # 20344881  
CARD # 20885449

**ServSafe Alcohol® CERTIFICATE**



MAYRA ALARCON

NAME

6/15/2021

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

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Sharon Brown, Executive Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

RESTAURANT

ServSafe.com

NRAEF is a 501(c)(3) nonprofit organization. All rights reserved. ServSafe and the ServSafe logo are trademarks of the NRAEF. National Restaurant Association and the arc design are trademarks of the National Restaurant Association.



Los Mezcales

210 N Main St

Fremont NE 68025

### Business Plan

Our business plan is to operate like a bar and grill, with about 5-6 special alcoholic beverages. As well as having a small appetizer menu composed of about 10-12 items. We will have a kegerator with 6-8 different types of beers. Our staff will be composed of bartenders, chefs, waitresses and kitchen staff. Our hours of operation will be from 2pm- 1am or as permitted by the city of Fremont.

NEBRASKA DOCUMENTARY STAMP TAX  
January 10, 2020 \$ 416.25  
By: CG  
# 202000187

DOCUMENT#: **202000187**  
Recorded January 10, 2020 at 11:37 AM  
Carol Givens, Register of Deeds  
DODGE COUNTY NE  
Pages: 1 Fee: \$10.00

\*\*\*The above recording information verifies  
this document has been electronically  
recorded and returned to the submitter\*\*\*

Return to:  
Dodge County Title & Escrow Co. LLC  
549 N. Main  
Fremont, NE 68025

## TRUSTEE'S DEED (Inter Vivos Trust)

For the consideration of One Dollar and other good and valuable consideration,

Ronald W. Ewasiuk and Linda L. Ewasiuk, Co-Trustees of the Ewasiuk Living Trust, hereby conveys to

Ortiz's Bars, LLC, a Nebraska limited liability company, the following described real estate in Dodge County, Nebraska:

The North 22 feet of the South Half of Lots 5 and 6, Block 183, Original Town, now City of Fremont, an Addition to the City of Fremont, Dodge County, Nebraska.

Subject to easements and restrictions of record.

GRANTOR covenants with GRANTEE that GRANTOR:

- (1) is lawfully seized of such real estate that it is free from encumbrances
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against any acts of the GRANTOR.

Executed 1/03/, 2020

The Ewasiuk Living Trust

By: Ronald W. Ewasiuk  
Ronald W. Ewasiuk, Co-Trustee

By: Linda L. Ewasiuk  
Linda L. Ewasiuk, Co-Trustee

STATE OF NEBRASKA  
COUNTY OF Dodge

The foregoing instrument was acknowledged before me this 3 day of January, 2020 by  
Ronald W. Ewasiuk and Linda L. Ewasiuk, Co-Trustees of the Ewasiuk Living Trust.

Notary Public, State and County aforesaid

Heather J. Rahlfs  
Notary Public



# STATE OF NEBRASKA

United States of America,     }  
State of Nebraska               }

ss.  
}

Secretary of State  
State Capitol  
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the  
State of Nebraska, do hereby certify that

**ORTIZ'S BARS, LLC**

**a Limited Liability Company filed a Certificate of Organization on November  
25, 2019.**

**I further certify that attached is a true and correct copy of the above  
mentioned Certificate of Organization.**

*This certificate is not to be construed as an endorsement,  
recommendation, or notice of approval of the entity's financial  
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and  
affixed the Great Seal of the  
State of Nebraska on this date of

November 26, 2019



Secretary of State



**CERTIFICATE OF ORGANIZATION  
OF  
ORTIZ'S BARS, LLC**

The undersigned, desiring to form a limited liability company for the purposes hereinafter set forth under and in conformity with the laws of the State of Nebraska do hereby make this written certificate in duplicate and hereby verify:

1. **Name.** The name of the company shall be Ortiz's Bars, LLC.
2. **Duration.** The period of duration of the company shall be perpetual from the date these Certificate of Organization are filed with the Secretary of State of the State of Nebraska.
3. **Purpose.** The company is organized to engage in and to do any lawful act concerning any and all lawful business, other than banking or insurance, for which a limited liability company may be organized under the laws of Nebraska.
4. **Registered Agent.** The name and address of the company's registered agent in Nebraska is:  
  
Jose Ortiz, Jr.  
723 Rogers Lane  
Fremont, NE 68025
5. **Initial Designated Office.** The address of the designated office of the Company in Nebraska is:  
  
723 Rogers Lane  
Fremont, NE 68025
6. **Property Contributed.** The total amount of cash contributed by the organizational member as capital is \$100.
7. **Additional Contribution.** The total additional contributions agreed to be made by all members and the times at which or events upon the happening of which they shall be made shall be determined by the Operating Agreement of the Limited Liability Company.
8. **Additional Members.** The members of the company have the right to admit additional members from time to time, upon unanimous approval and upon additional terms and conditions of admission as may be determined by the members at the time of admission. Except as provided in the Operating Agreement, the interests of the members in the company may not be transferred or assigned.
9. **Right to Continue Business.** In the event of the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the limited liability company, then by unanimous consent the remaining members of the company have the right to continue the business of the company, at their election and option.
10. **Management.** Management of the company shall be vested in its members in proportion to their contribution to the capital of the company, as adjusted from time to time, to reflect additional contributions or withdrawals by the members. The name and address of the member is:

Member's Name

Address

Jose Ortiz, Jr.

723 Rogers Lane  
Fremont, NE 68025

11. **Internal Affairs.** The regulation of the internal affairs of the company are set forth in the Operating Agreement of the company and shall govern the operation of the business and the members accordingly.

EXECUTED in by the undersigned Organizer on the 22 day of November, 2019.

Jose M. Ortiz, Jr.  
Jose Ortiz, Jr., Organizer

STATE OF NEBRASKA     )  
COUNTY OF DODGE     ) ss.

On this 22 day of November, 2019, before me, a Notary Public in and for said County, personally appeared Jose Ortiz, Jr., who being by me first duly sworn, declared that he is the person who signed the foregoing Certificate of Organization, as an organizational member, and he further verified that the statements contained therein are true to the best of his knowledge and belief.

Witness my hand and official seal.

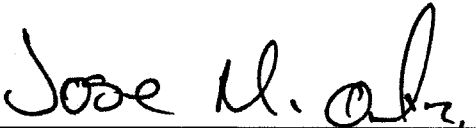


[Signature]  
Notary Public

**TRANSFER AND ASSIGNMENT OF INTEREST**  
**IN**  
**ORTIZ'S BARS, LLC**

FOR AND IN CONSIDERATION OF the sum of Twenty-Four Dollars (\$24.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Jose Ortiz, Jr., does hereby transfer and assign an interest, that being Twenty-Four Percent (24%), in Ortiz's Bars, LLC to Mayra Alarcon Chavez.

Dated this 17<sup>th</sup> day of January, 2020.

  
\_\_\_\_\_  
Jose Ortiz, Jr.

5/14/2021

Dodge County Assessor



### Parcel Information

<b>Parcel ID</b>	270004375
<b>Links</b>	<a href="#">Sketch #1</a>
<b>Area #</b>	
<b>Current Owner</b>	ORTIZ'S BARS LLC
<b>Mailing Address</b>	210 N MAIN ST FREMONT, NE 68025-5620
<b>Situs Address</b>	210 N MAIN ST
<b>Tax District</b>	001
<b>School District</b>	510 (27-0001 FREMONT)
<b>Legal Description</b>	OT N22'S1/2 LOTS 5 & 6 EXC W7' BLK 183
<b>Class</b>	Commercial

### Current Value Information

<u>Land Value</u>	<u>Dwelling Value</u>	<u>Improvement Value</u>	<u>Total Value</u>
\$12,375	\$0	\$147,159	\$159,534

### Prior Year Value Information

<u>Year</u>	<u>Land Value</u>	<u>Dwelling Value</u>	<u>Improvement Value</u>	<u>Total Value</u>
2019	\$12,375	\$73,942	\$0	\$86,317
2018	\$12,375	\$66,020	\$0	\$78,395
2017	\$10,175	\$66,020	\$0	\$76,195
2016	\$10,175	\$66,020	\$0	\$76,195
2015	\$10,175	\$66,020	\$0	\$76,195



5/14/2021

Dodge County Assessor



Yearly Tax Information		
Year	Amount	Levy
2020	\$2,932.84	1.940584
2019	\$1,677.22	2.047225
2018	\$0.00	0.000000

2020 Tax Levy	
Description	Rate
COUNTY GEN	0.177427
ROAD/BRIDGE	0.000000
CAP IMPR/ECON DEV FUND	0.020970
INDIGENT	0.003992
INSTITUTIONS	0.000198
VETERANS AID	0.000000
COUNTY BLDG FUND	0.000000
MUSEUM/HIST SOC	0.002057
1ST RESP COMM BOND	0.024457
FLOOD CONTROL	0.000000
FREMONT GEN	0.299410
FREMONT DEBT	0.025114
NRD PLATTE GEN	0.033830
ESU #2 GEN	0.015000
ESU #2 BOND 2013	0.000000
METRO TECH GEN	0.075000
METRO TECH SINK	0.020000
METRO TECH HAZ/HNDICP PED	0.000000
27-0001 FREMONT 1	1.047722
SCH 37	0.000000
SAUN 11	0.000000
27-0001 FREMONT BLDG FUND	0.025240
27-0001 FREMONT SD QUAL CAP FUND 9-12	0.000000
27-0001 FREMONT SD QUAL CAP FUND K-8	0.000000
F-1 BONDS 9-12 2000	0.003396
F-1 BLD AMER BOND 1-NEW 5/6	0.029569
F-1 BLD AMER BOND 2-ELEM RENOV	0.014946
F-1 BOND K-8 2000	0.119869
AG SOCIETY	0.002387

5/14/2021

Dodge County Assessor



Sales Information					
Sale Date	Sale Price	Book & Page	Seller	Buyer	Other Parcels
01/10/2020	\$185,000.00	2020 / 00187	EWASIUK, RONALD W & LINDA L (CO- TRUSTEES)	ORTIZ'S BARS LLC	
07/24/2017	\$120,000.00	2017 / 3526	RICHARDSON, ROBERT & JENNIFER	EWASIUK, RONALD W & LINDA L (CO- TRUSTEES)	

Land Information		
Lot Basis	Square Feet	Acres
Sq. Ft x Rate	2,750	0.06

Commercial Building Information	
Occupancy Code	201 (Store - Retail Small)
Label	B1 - 2 ST/BS
GBA	3,062
Year Built	1927

Adjustments		
Description	Quantity	Range
Wood Deck	54	Average

Commercial Building Information	
Occupancy Code	201 (Store - Retail Small)
Label	A1 - 1 ST
GBA	3,062
Year Built	1927

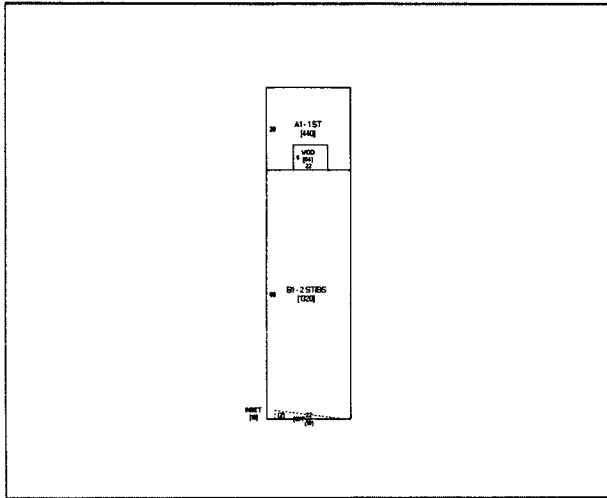
Miscellaneous Improvements		
Improvement	Year	Units
Paving - Concrete	1950	1

5/14/2021

Dodge County Assessor



Photo





**FREMONT  
POLICE  
DEPARTMENT**

JEFFREY J. ELLIOTT  
Chief of Police

725 North Park Avenue  
Fremont, Nebraska 68025

Case FPD2102440 - UNAPPROVED DRAFT

Printed on June 29, 2021

Status	Active
Report Type	Case
Primary Officer	Brandon Lorenson
Reported At	06/28/21 14:27
Incident Date	06/28/21 14:27
Incident Code	LIC : Licensing Checks
Location	725 N PARK AVE, FREMONT, NE (FPD)
Zone	District 1 & 3
Beat	
Court	None
Ereferral County	None
Disposition	Inactive
Disposition Date/Time	06/29/21 10:10
Review for Gang Activity	None
Potentially Dangerous Animal Notice Issued	No

**Offense Information**

Offense	Liquor License Application Investigation
Statute	Liquor Lic App
NIBRS Code	
Counts	1
Include In NIBRS	Yes
Completed	Yes
Bias Motivation	None (no bias)
Location	Restaurant
Entry Forced	No

**Other**

**ORTIZ, JOSE MANUEL, JR**

Male, DOB [REDACTED]

1226 HEATHERWOOD  
FREMONT, NE 68025

(402) 719-3342 Cell

Owner: Liquor Lic App - Liquor License Application  
Investigation

**Primary Narrative By Brandon Lorenson, 06/28/21 15:03**

On 6/22/2021 a liquor license was sent to the Fremont Police Department to be completed. On 6/28/2021 I was assigned the liquor license. I was able to talk to Ortiz. He said he since this was a new business, he had to guess at some of the questions I asked, but he tried to make them as accurate as possible.

Ortiz came in on 6/29/21 and signed the liquor license, after checking it over.

Det. Lorenson #D4

# LIQUOR APPLICATION REPORT

## PLANNING REPORT

DATE: 7/6/2021 DUE DATE: 7/06/2021

IS (X) IS NOT ( ) WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY

**IF NOT, DO NOT PROCEED – NOTIFY THE MUNICIPAL CLERK’S OFFICE**

**AND RETURN THIS FORM**

### **GENERAL INFORMATION:**

APPLICANT: Ortiz’s Bars, LLC dba Los Mezcales

LOCATION: 210 N Main Street, Fremont, NE 68025

REQUESTED LICENSE OR ACTION: Class C Beer, Wine, Distilled Spirits, On and Off Sale

ANNEXATION DATE: ORIGINAL TOWN

ORDINANCE NUMBER: UNKNOWN

EXISTING ZONING: DC Downtown Commercial

EXISTING LAND USE: Former Office conversion

### **ADJACENT LAND USE AND ZONING:**

NORTH: Commercial uses, DC Downtown Commercial zoning

SOUTH: Commercial uses, DC Downtown Commercial zoning

EAST: Commercial uses, DC Downtown Commercial zoning

WEST: Commercial uses, DC Downtown Commercial zoning

**GENERAL NEIGHBORHOOD / AREA LAND USES:** The subject property is located north of 2<sup>nd</sup> Street on the east side of Main Street. It is surrounded by commercial uses.

**ANALYSIS OF NEIGHBORHOOD EFFECTS:** The proposed use is not anticipated to have a negative impact on the surrounding area.



SIGNED: \_\_\_\_\_

Jennifer L. Dam, AICP; Director of Planning

**Fremont Police Department**  
**Liquor License Application Investigative Report**

**Name of Business:** Los Mezcales  
**Business Address:** 210 N. Main Street Fremont, NE 68025  
**Business Phone #:** (402) 719-3342  
**Business Owner (s):** Jose Ortiz, Jr.

**Business Owner's Address (s):** 1226 Heatherwood Drive  
**Owner's Daytime Phone Number:** (402) 719-3342

- 1. Type of Investigation:**    ☐ Purchase of Business  
   ☐ Upgrade of Existing License (From \_\_\_ to \_\_\_)  
   ☐ Expansion of Present Business  
   ☐ Renewal - Long Form  
   ☒ New and additional License  
   ☐ Transfer of Location  
   ☐ Manager / Employees
- 2. Type of License:**            Class - C
- 3. Type of Business:**        ☐ Hotel / Motel  
   ☐ Liquor / On / Off Sale only  
   ☒ Restaurant / Food Service  
   ☐ Entertainment  
   ☐ Other \_\_\_\_\_
- 4. Type of Ownership:**      ☒ Corporation (LLC)  
   ☐ Partnership  
   ☐ Individual  
   ☐ Limited Liability Company (LLC)
- 5. Financial Information :**    **Previous Years Gross Sales**  
    (Estimation)                \$84,000 **Estimated Annual Payroll**  
   \$240,000 **Estimated Gross Income**  
   25 % Food      75 % Liquor
- 6. Premise Information:**    ☒ Commercial    ☐ Industrial    ☐ Residential
- Estimated Seating Capacity:** 70-100    **Estimated # of Customers per day –** 30-40
- Premise days of operation:**    **DAYS/WEEK –** Monday-Saturday 10am-1am  
   Sunday                      11am-12am
- Premise hours of operation:**    See above

**7. Type of Food Service:**      Microwave      Grill   X   Kitchen

**8. Employees:**   3   Full Time   3-5   Part Time

**Are any of the employees under 21 years of age?**

Possible-no one has been hired.

**Have any of the employees ever been arrested and/or convicted of any criminal offense?**

N/A

**9. Manager Information:** Name: Jose Ortiz Jr.

Address: 1226 Heatherwood Drive

Phone # (402) 719-3342

Driver's License #                     

State NE

Length of time as owner: N/A

**Is anyone other than the manager responsible for the daily operation of the business?**

NO

**10. Number of Licenses within competitive distance:**   7  

**11. Does the establishment have gaming?** NO

**12. Does the establishment sell tobacco products?** NO

**13. Has this establishment's owners or any employee of this establishment ever been before the Nebraska Liquor Control Commission in a disciplinary hearing?** NO

**14. Please give the approximate number of police service calls to this establishment during the last year.**   0  

**15. Is anyone other than those individuals previously listed, drawing a percentage of the profits of this establishment?** NO

**16. Please enclose copy of lease agreement.**

No lease agreement, the building was purchased.

Date received by Fremont Police Department June 22, 2021

Date of Completed Investigation June 29, 2021

Signature of Investigating Officer

Brandon Jensen

Date of Hearing by Governing Body July 13, 2021

Governing Body Recommendation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Applicant Jose M. Ortiz Date 6-29-21

Printed Name of Applicant Jose M. Ortiz

Notary Christine M. Taylor 6/29/21



Falsification of any part of this application may result in criminal and civil penalties.



**RESOLUTION NO. 2021-092**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA  
CONSIDERING AN APPLICATION FOR A CLASS C LIQUOR LICENSE FOR ORTIZ'S  
BARS, LLC DBA LOS MEZCALES, 210 N. MAIN STREET, FREMONT, NE 68025.**

**WHEREAS**, an application was filed by Ortiz's Bars, LLC dba Los Mezcales, for property located at 210 N. Main Street, Fremont, NE 68025 for a class C liquor license; and,

**WHEREAS**, a public hearing notice was published in the Fremont Tribune as required by state law on July 3, 2021; and,

**WHEREAS**, a public hearing was held on July 13, 2021 for the purpose of discussing such liquor license application,

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY  
OF FREMONT, NEBRASKA**, that:

The City of Fremont hereby recommends approval of the above identified liquor license application conditioned on the requisite corrections to the State application.

PASSED AND APPROVED THIS 13th DAY OF JULY, 2021.

\_\_\_\_\_  
Joey Spellerberg, Mayor

ATTEST:

\_\_\_\_\_  
Tyler Ficken, City Clerk

## STAFF REPORT

**TO:** Honorable Mayor and City Council  
**FROM:** Jody Sanders, Director of Finance  
**DATE:** July 13, 2021  
**SUBJECT:** Claims

---

**Recommendation:** Move to approve June 30 through July 13, 2021 claims, as well as subsequent claims due and payable before the next meeting of the City Council, and authorize checks to be drawn on the proper accounts.

---

**Background:** Council will review claims via email July 9, 2021. In addition, Staff is requesting approval by the Council to pay claims that will become due and payable (by virtue of contractual agreements or regulatory requirements) before the next City Council meeting.

The amount due is not known as of this staff report, but the related vendors are listed below. These approved claims will still be presented as claims at the next City Council meeting and included in the total requested by Council for approval.

- Direct deposit of employee payroll on July 22, 2021, and related withholdings remitted to pension plans, federal and state tax withholdings, and garnishments.
- Nebraska Department of Revenue – sales & lodging tax collected by the City at various facilities.
- Health and dental claims paid by the City's third-party administrator Blue Cross and Blue Shield, as well as Health care reinsurance premiums payable.
- Life and Disability (ST & LT) premiums payable to Lincoln National Life Insurance Co. monthly.
- Workers compensation claims paid by the City's third-party administrator Tri-Star.
- Transmission and energy purchases payable to Southwest Power Pool, Omaha Public Power District, Department of Energy/WAPA, and Cottonwood Wind Project.
- Natural gas purchases from Northern Natural Gas/US Energy, BP, Cargill, Central Plains Energy Project (CPEP) and Public Energy Authority of Kentucky (PEAK).
- Coal purchases from Navajo Transitional Energy Co., Cloud Peak Energy Resources, Peabody coal, and freight charges to Union Pacific, as well as Pete Lien & Sons for lime and ADA Carbon Solutions for carbon, both for the Unit 8 scrubber.
- Progress payments to Emerson Process Management under the contract for the SCADA project.
- Bond principal and interest payments to BOK Financial NA.
- UPS weekly invoice for shipping costs, due within ten days or late fees are incurred.

There are a limited number of agencies that debit the City's bank account for credit card processing fees, kiosk fees, bank analysis fees and occasionally NSF fees from our Ambulance Billing contractor. These are based on a fee schedule.

<b>Fiscal Impact:</b>	City/Governmental funds claims total	\$ 1,703,721.60
	Utility funds claims total	<u>5,995,050.72</u>
	Total of all claims	<u>\$ 7,698,772.32</u>

PREPARED 06/30/2021 14:42:00  
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST  
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 06302021 SHEETSJ

PAYMENT TYPES

Checks . . . . .	Y
EFTs . . . . .	Y
ePayables . . . . .	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . .	06/30/2021
All banks . . . . .	A

REPORT SEQUENCE OPTIONS:

Vendor . . . . .		One vendor per page? (Y,N) . . . . .	N
Bank/Vendor . . . . .	X	One vendor per page? (Y,N) . . . . .	N
Fund/Dept/Div . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Fund/Dept/Div/Element/Obj . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Proj/Fund/Dept/Div/Elm/Obj . . . . .			

This report is by: Bank/Vendor

Process by bank code? (Y,N) . . . . .	Y
Print reports in vendor name sequence? (Y,N) . . . . .	Y
Calendar year for 1099 withholding . . . . .	2021
Disbursement year/per . . . . .	2021/09
Payment date . . . . .	06/30/2021

VEND NO	SEQ#	VENDOR NAME	EFT, EPAY OR
INVOICE	VOUCHER	P.O.	HAND-ISSUED
NO	NO	NO	AMOUNT
0003370	00	BLUE CROSS BLUE SHIELD OF NEBRASKA	
06/28/21	MANUAL000641	01 06/28/2021 060-0660-442.70-01	CHECK #: 101500 115,190.20
06/28/21	MANUAL000642	01 06/28/2021 060-0660-443.70-01	CHECK #: 101500 5,902.20
		VENDOR TOTAL *	.00 121,092.40
0006845	00	ROCKY MOUNTAIN RESERVE LLC	
06/28/21	MANUAL000639	01 06/28/2021 060-0660-444.70-01	CHECK #: 101499 2,396.74
		VENDOR TOTAL *	.00 2,396.74
		01 Employee Benefits	
		BANK TOTAL *	.00 123,489.14
		HAND ISSUED TOTAL ***	123,489.14
		TOTAL EXPENDITURES ****	.00 123,489.14
		GRAND TOTAL *****	123,489.14

CITY OF FREMONT  
ELECTRONIC WITHDRAWAL LIST

FOR CITY COUNCIL MEETING: 7/14/21

AJ	WITHDRAWAL				WITHDRAWAL
GROUP NO	VENDOR NAME	DATE	ACCOUNT NO	ITEM DESCRIPTION	AMOUNT
4412	AUTHNET	07/02/21	001-2031-455.20-99	LIBRARY AUTHORIZATION	26.90
4415	TSYS MERCHANT SOLUTIONS	07/06/21	001-1003-415.20-99	CREDIT CARD FEES	496.49
4415	TSYS MERCHANT SOLUTIONS	07/06/21	001-1003-415.20-99	CREDIT CARD FEES	441.21
4415	TSYS MERCHANT SOLUTIONS	07/06/21	001-2029-451.20-99	CREDIT CARD FEES	988.83
4415	TSYS MERCHANT SOLUTIONS	07/06/21	001-2042-440.20-99	CREDIT CARD FEES	4.68
4415	TSYS MERCHANT SOLUTIONS	07/02/21	001-2031-455.20-99	CREDIT CARD FEES	6.05
TOTAL EXPENDITURES					1,964.16

PREPARED 07/08/2021 7:32:34  
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST  
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 07082021 SHEETSJ

PAYMENT TYPES

Checks . . . . .	Y
EFTs . . . . .	Y
ePayables . . . . .	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . .	07/08/2021
All banks . . . . .	A

REPORT SEQUENCE OPTIONS:

Vendor . . . . .		One vendor per page? (Y,N) . . . . .	N
Bank/Vendor . . . . .	X	One vendor per page? (Y,N) . . . . .	N
Fund/Dept/Div . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Fund/Dept/Div/Element/Obj . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Proj/Fund/Dept/Div/Elm/Obj . . . . .			

This report is by: Bank/Vendor

Process by bank code? (Y,N) . . . . .	Y
Print reports in vendor name sequence? (Y,N) . .	Y
Calendar year for 1099 withholding . . . . .	2021
Disbursement year/per . . . . .	2021/10
Payment date . . . . .	07/08/2021

PROGRAM: GM339L

AS OF: 07/08/2021

PAYMENT DATE: 07/08/2021

City of Fremont

General Fund

BANK: 00

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584 20210708	00	CEI PR0708	00	07/08/2021	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	119,429.03
						VENDOR TOTAL *	.00	119,429.03
0004234 20210708	00	DEPARTMENT OF UTILITIES C S PR0708	00	07/08/2021	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	725.63
						VENDOR TOTAL *	.00	725.63
0005193 20210708	00	DEPARTMENT OF UTILITIES PAYROLL PR0708	00	07/08/2021	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	66,199.64
						VENDOR TOTAL *	.00	66,199.64
0004629 20210708	00	INTERNAL REVENUE SERVICE **EFT** PR0708	00	07/08/2021	001-0000-201.00-00	PAYROLL SUMMARY	87,843.19	
						VENDOR TOTAL *	87,843.19	
0006970 20210708	00	INTL ASSN OF FIREFIGHTERS PR0708	00	07/08/2021	001-0000-201.00-00	PAYROLL SUMMARY	EFT:	915.07
						VENDOR TOTAL *	.00	915.07
0005477 20210708	00	LAUGHLIN TRUSTEE, KATHLEEN A PR0708	00	07/08/2021	001-0000-201.00-00	PAYROLL SUMMARY	277.00	
						VENDOR TOTAL *	277.00	
0006750 20210708	00	NATIONWIDE TRUST COMPANY, FSB PR0708	00	07/08/2021	001-0000-201.00-00	PAYROLL SUMMARY	840.00	
						VENDOR TOTAL *	840.00	
			00	General Fund		BANK TOTAL *	88,960.19	187,269.37





Prepared 7/07/21, 11:25:37

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Pay Date 7/08/21

Direct Deposit Register

Primary FIRST NATIONAL BANK

Program PR530L

Account Number	Employee Name	Social Security	Deposit Amount
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Final Total	279,894.90	Count	250
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EAL DESCRIPTION: EAL: 07082021 SHEETSJ

PAYMENT TYPES

Checks . . . . .	Y
EFTs . . . . .	Y
ePayables . . . . .	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . .	07/14/2021
All banks . . . . .	A

REPORT SEQUENCE OPTIONS:

Vendor . . . . .		One vendor per page? (Y,N) . . . . .	N
Bank/Vendor . . . . .	X	One vendor per page? (Y,N) . . . . .	N
Fund/Dept/Div . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Fund/Dept/Div/Element/Obj . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Proj/Fund/Dept/Div/Elm/Obj . . . . .			

This report is by: Bank/Vendor

Process by bank code? (Y,N) . . . . .	Y
Print reports in vendor name sequence? (Y,N) . .	Y
Calendar year for 1099 withholding . . . . .	2021
Disbursement year/per . . . . .	2021/10
Payment date . . . . .	07/14/2021

PROGRAM: GM339L

AS OF: 07/14/2021

PAYMENT DATE: 07/14/2021

City of Fremont

General Fund

BANK: 00

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000959	00	ACE HARDWARE						
123767/3		PI4623 040123 00	00	07/14/2021	001-1206-422.30-56	BLANKET PURCHASE ORDER	.99	
123727/3		PI4581 040123 00	00	07/14/2021	001-2027-452.30-58	BLANKET PURCHASE ORDER	92.13	
123727/3		PI4582 040123 00	00	07/14/2021	001-2027-452.30-79	BLANKET PURCHASE ORDER	13.74	
123621/3		PI4501 040123 00	00	07/14/2021	012-2025-431.30-56	BLANKET PURCHASE ORDER	139.99	
						VENDOR TOTAL *	246.85	
0004317	00	ADAMSON, THOMAS R						
3283		PI4579 041365 00	00	07/14/2021	001-2031-455.30-51	GENERAL	8.00	
						VENDOR TOTAL *	8.00	
0006169	00	AMERICAN BROADBAND INTERNET						
51514 0721		PI4657 040211 00	00	07/14/2021	001-2031-419.20-12	BLANKET PURCHASE ORDER	200.00	
						VENDOR TOTAL *	200.00	
0006899	00	AMERICAN FENCE COMPANY LLC						
15524		PI4543 041073 00	00	07/14/2021	029-2034-466.20-60	FIELD PURCHASE ORDER	514.44	
15524		PI4544 041073 00	00	07/14/2021	029-2034-466.30-79	FIELD PURCHASE ORDER	524.10	
						VENDOR TOTAL *	1,038.54	
0006467	00	APEX LAND SURVEYING LLC						
2021-050		PI4731 041399 00	00	07/14/2021	001-1002-415.20-99	BLANKET PURCHASE ORDER	3,440.00	
						VENDOR TOTAL *	3,440.00	
0000983	00	ARPS						
32570		PI4502 040127 00	00	07/14/2021	012-2025-431.20-99	BLANKET PURCHASE ORDER	632.50	
32597		PI4503 040127 00	00	07/14/2021	012-2025-431.30-69	BLANKET PURCHASE ORDER	573.25	
32632		PI4504 040127 00	00	07/14/2021	012-2025-431.30-69	BLANKET PURCHASE ORDER	724.25	
32684		PI4583 040127 00	00	07/14/2021	012-2025-431.30-69	BLANKET PURCHASE ORDER	783.50	
32771		PI4625 040127 00	00	07/14/2021	012-2025-431.30-69	BLANKET PURCHASE ORDER	1,185.00	
						VENDOR TOTAL *	3,898.50	
0006846	00	AT&T MOBILITY LLC						
5708X06112021		PI4535 040432 00	00	07/14/2021	001-1209-421.20-12	GENERAL	716.13	
						VENDOR TOTAL *	716.13	
0003298	00	AUTOZONE INC						
1652551936		PI4624 040126 00	00	07/14/2021	012-2025-431.30-63	BLANKET PURCHASE ORDER	49.09	
						VENDOR TOTAL *	49.09	
0000984	00	B & K BODY SHOP LLC						
BK13778		PI4727 041395 00	00	07/14/2021	001-1209-421.20-60	GENERAL	70.00	
BK13778		PI4728 041395 00	00	07/14/2021	001-1410-421.20-60	GENERAL	30.00	
						VENDOR TOTAL *	100.00	
0004311	00	BAUER BUILT INC						
880084173		PI4584 040129 00	00	07/14/2021	001-1209-421.20-60	BLANKET PURCHASE ORDER	15.00	
880084173		PI4585 040129 00	00	07/14/2021	001-1209-421.30-63	BLANKET PURCHASE ORDER	7.50	
880084191		PI4626 040129 00	00	07/14/2021	001-1209-421.20-60	BLANKET PURCHASE ORDER	15.00	

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BANK: 00

VEND NO	SEQ#	VENDOR NAME									EFT, EPAY OR	
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK		HAND-ISSUED	
NO		NO	NO		DATE	NO	DESCRIPTION		AMOUNT		AMOUNT	
<hr/>												
0004311	00	BAUER BUILT INC										
880084191		PI4627	040129	00	07/14/2021	001-1209-421.30-63	BLANKET PURCHASE ORDER		7.50			
880083970		PI4505	040129	00	07/14/2021	012-2025-431.20-60	BLANKET PURCHASE ORDER		20.00			
880083970		PI4506	040129	00	07/14/2021	012-2025-431.30-63	BLANKET PURCHASE ORDER		127.15			
880084036		PI4507	040129	00	07/14/2021	012-2025-431.20-60	BLANKET PURCHASE ORDER		20.00			
880084036		PI4508	040129	00	07/14/2021	012-2025-431.30-56	BLANKET PURCHASE ORDER		127.15			
VENDOR TOTAL *									339.30			
9999999	00	BERNAL, NAOMI										
182017	BERNAL	000660		00	07/14/2021	001-0000-202.04-00	NAOMI BERNAL/KEY DEP		30.00			
VENDOR TOTAL *									30.00			
0005162	00	BLT PLUMBING HEATING & A/C INC										
23121		PI4635	040188	00	07/14/2021	001-2027-452.20-60	BLANKET PURCHASE ORDER		180.00			
23121		PI4636	040188	00	07/14/2021	001-2027-452.30-48	BLANKET PURCHASE ORDER		47.31			
23121		PI4637	040188	00	07/14/2021	001-2027-452.30-56	BLANKET PURCHASE ORDER		7.29			
VENDOR TOTAL *									234.60			
0007061	00	BLUE VALLEY PUBLIC SAFETY INC										
15761		PI4724	041386	00	07/14/2021	001-1217-429.30-56	GENERAL		212.07			
VENDOR TOTAL *									212.07			
0007003	00	BOKF NA										
FNFREMNTSP17		000651		00	07/14/2021	018-0418-490.60-02	SWIM POOL DATED 01/01/17	Bond principal and interest	EFT:	320,000.00		
FNFREMNTSP17		000652		00	07/14/2021	018-0418-490.60-01	SWIM POOL DATED 01/01/17		EFT:	17,575.00		
FNFREMNTSP17		000653		00	07/14/2021	018-0418-490.20-99	SWIM POOL DATED 01/01/17		EFT:	250.00		
VENDOR TOTAL *									.00		337,825.00	
0004035	00	BOMGAARS SUPPLY INC										
16655455		PI4509	040130	00	07/14/2021	012-2025-431.30-76	BLANKET PURCHASE ORDER		220.32			
VENDOR TOTAL *									220.32			
0002902	00	BORDER STATES / KRIZ-DAVIS										
922293476		PI4513	040143	00	07/14/2021	001-2027-452.30-48	BLANKET PURCHASE ORDER		105.90			
VENDOR TOTAL *									105.90			
9999999	00	BRAY, DAN										
181584	BRAY	000661		00	07/14/2021	001-2029-399.00-00	DAN BRAY/BATTING CAGES		20.00			
VENDOR TOTAL *									20.00			
0007091	00	BRIMAR INDUSTRIES										
1099309		PI4615	041339	00	07/14/2021	001-1305-430.30-33	GENERAL		592.96			
VENDOR TOTAL *									592.96			
0003427	00	BRODART CO										
B6210068		PI4531	040232	00	07/14/2021	001-2031-455.30-51	GENERAL		123.02			
B6216406		PI4659	040232	00	07/14/2021	001-2031-455.30-51	GENERAL		442.06			
VENDOR TOTAL *									565.08			

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BANK: 00

VENDE INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0006534	00	CAPPEL AUTO SUPPLY INC						
044372		PI4592 040160 00	00	07/14/2021	001-1209-421.30-63	BLANKET PURCHASE ORDER	30.63	
044454		PI4633 040160 00	00	07/14/2021	001-1209-421.30-63	BLANKET PURCHASE ORDER	19.98	
044743		PI4634 040160 00	00	07/14/2021	001-2027-452.30-48	BLANKET PURCHASE ORDER	134.99	
043644		PI4522 040160 00	00	07/14/2021	012-2025-431.30-56	BLANKET PURCHASE ORDER	49.46	
043644		PI4523 040160 00	00	07/14/2021	012-2025-431.30-79	BLANKET PURCHASE ORDER	8.62	
043721		PI4524 040160 00	00	07/14/2021	012-2025-431.30-56	BLANKET PURCHASE ORDER	34.15	
043806		PI4525 040160 00	00	07/14/2021	012-2025-431.30-56	BLANKET PURCHASE ORDER	50.67	
044368		PI4591 040160 00	00	07/14/2021	012-2025-431.30-56	BLANKET PURCHASE ORDER	78.24	
VENDOR TOTAL *							406.74	
0000584	00	CEI						
JUL 21 WC		000654	00	07/14/2021	001-1015-415.10-26	JUL 21 WC	EFT:	29,522.00
JUL 21 WC		000655	00	07/14/2021	012-2025-431.10-26	JUL 21 WC	EFT:	1,416.67
VENDOR TOTAL *							.00	30,938.67
0005471	00	CIOX HEALTH LLC						
0340856854		PI4572 041347 00	00	07/14/2021	001-1209-421.20-28	GENERAL	20.00	
VENDOR TOTAL *							20.00	
0003816	00	CITY OF BLAIR						
2238		PI4536 040450 00	00	07/14/2021	034-0790-421.20-32	GENERAL	251.68	
VENDOR TOTAL *							251.68	
0006217	00	CIVIL SOLUTIONS LLC						
070121		PI4621 038120 00	00	07/14/2021	012-2032-431.45-20	GENERAL	430.00	
VENDOR TOTAL *							430.00	
0007072	00	CLEANFREAK						
IN00319514		PI4684 041077 00	00	07/14/2021	001-2026-451.30-33	BLANKET PURCHASE ORDER	4,820.34	
VENDOR TOTAL *							4,820.34	
0003311	00	COLLINS CONTRACTING CO INC, M E						
3310029012	#8	PI4499 039477 00	00	07/14/2021	029-2034-466.45-20	GENERAL FET Aircraft apron CCR 2019-155 & 2019-157	169,095.57	
VENDOR TOTAL *							169,095.57	
0001643	00	CULLIGAN OF OMAHA						
1005304		PI4671 040247 00	00	07/14/2021	001-1209-421.20-99	GENERAL	80.50	
1005647		PI4672 040247 00	00	07/14/2021	001-1209-421.20-99	GENERAL	72.75	
1006252		PI4673 040247 00	00	07/14/2021	001-1209-421.20-99	GENERAL	26.00	
VENDOR TOTAL *							179.25	
0005074	00	D&D COMMUNICATIONS (FIRST WIRELESS)						
115992		PI4705 041300 00	00	07/14/2021	001-1209-421.30-65	GENERAL	672.31	
VENDOR TOTAL *							672.31	
0004624	00	DANKO EMERGENCY EQUIPMENT CO						
117515		PI4510 040133 00	00	07/14/2021	001-1206-422.30-56	BLANKET PURCHASE ORDER	135.00	
117595		PI4608 040641 00	00	07/14/2021	001-1206-422.40-90	GENERAL	4,147.20	

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VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
<hr/>										
0004624	00	DANKO EMERGENCY EQUIPMENT CO								
							VENDOR TOTAL *	4,282.20		
0006420	00	DEPARTMENT OF THE TREASURY								
720-V2021		PI4614	041335	00	07/14/2021	060-0660-442.70-07	BLANKET PURCHASE ORDER	1,765.30		
							VENDOR TOTAL *	1,765.30		
0002897	00	DIERS INC								
5021987		PI4511	040135	00	07/14/2021	001-1209-421.30-63	BLANKET PURCHASE ORDER	31.91		
5022035		PI4586	040135	00	07/14/2021	001-1209-421.30-63	BLANKET PURCHASE ORDER	105.86		
							VENDOR TOTAL *	137.77		
0001511	00	DON'S PIONEER UNIFORM								
65948		PI4547	041161	00	07/14/2021	001-1209-421.30-52	GENERAL	464.75		
65948		PI4549	041161	00	07/14/2021	001-1209-421.30-79	GENERAL	15.36		
65949		PI4551	041193	00	07/14/2021	001-1209-421.30-52	GENERAL	427.62		
65974		PI4609	041193	00	07/14/2021	001-1209-421.30-52	GENERAL	17.49		
65950		PI4611	041194	00	07/14/2021	001-1209-421.30-52	GENERAL	429.03		
65993		PI4693	041193	00	07/14/2021	001-1209-421.30-52	GENERAL	11.90		
65993		PI4695	041193	00	07/14/2021	001-1209-421.20-11	GENERAL	1.69		
65993		PI4697	041194	00	07/14/2021	001-1209-421.30-52	GENERAL	11.89		
65993		PI4699	041194	00	07/14/2021	001-1209-421.20-11	GENERAL	1.71		
65991		PI4710	041352	00	07/14/2021	001-1209-421.20-11	GENERAL	10.99		
65991		PI4711	041352	00	07/14/2021	001-1209-421.30-52	GENERAL	127.95		
65992		PI4712	041352	00	07/14/2021	001-1209-421.20-11	GENERAL	3.41		
65992		PI4713	041352	00	07/14/2021	001-1209-421.30-52	GENERAL	11.99		
65948		PI4548	041161	00	07/14/2021	001-1410-421.30-52	GENERAL	199.18		
65948		PI4550	041161	00	07/14/2021	001-1410-421.30-79	GENERAL	6.59		
65949		PI4552	041193	00	07/14/2021	001-1410-421.30-52	GENERAL	183.27		
65974		PI4610	041193	00	07/14/2021	001-1410-421.30-52	GENERAL	7.50		
65950		PI4612	041194	00	07/14/2021	001-1410-421.30-52	GENERAL	183.87		
65993		PI4694	041193	00	07/14/2021	001-1410-421.30-52	GENERAL	5.10		
65993		PI4698	041194	00	07/14/2021	001-1410-421.30-52	GENERAL	5.10		
							VENDOR TOTAL *	2,126.39		
0003087	00	EAKES OFFICE SOLUTIONS								
8279997-0		PI4574	041355	00	07/14/2021	001-2031-455.30-31	GENERAL	20.38		
8244084-0		PI4692	041115	00	07/14/2021	001-2031-455.30-31	GENERAL	20.94		
							VENDOR TOTAL *	41.32		
0001091	00	EMANUEL PRINTING INC								
9679		PI4560	041315	00	07/14/2021	001-1209-421.30-35	GENERAL	104.05		
9679		PI4561	041315	00	07/14/2021	001-1410-421.30-35	GENERAL	44.60		
							VENDOR TOTAL *	148.65		
0003279	00	EMERGENCY MEDICAL PRODUCTS INC								
2264566		PI4619	041362	00	07/14/2021	001-1206-422.30-33	GENERAL	227.20		
							VENDOR TOTAL *	227.20		

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BANK: 00

VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
-----										
9999999	00	ESCOBAR, EMILIO								
181617	ESCOBAR	000662		00	07/14/2021	001-0000-202.04-00	EMILIO ESCOBAR/CITY AUD	100.00		
							VENDOR TOTAL *	100.00		
0001094	00	EVERLY PLUMBING & HEATING INC								
3914-9607		PI4701	041239	00	07/14/2021	001-1206-422.40-90	GENERAL	3,299.00		
							VENDOR TOTAL *	3,299.00		
0006894	00	EXTREME OUTDOOR POWER LLC								
532668		PI4714	041356	00	07/14/2021	001-2027-452.30-33	BLANKET PURCHASE ORDER	727.98		
							VENDOR TOTAL *	727.98		
0002050	00	FASTENAL COMPANY								
NEFRE184055		PI4512	040137	00	07/14/2021	012-2025-431.30-79	BLANKET PURCHASE ORDER	59.22		
NEFRE184102		PI4587	040137	00	07/14/2021	012-2025-431.30-79	BLANKET PURCHASE ORDER	88.83		
							VENDOR TOTAL *	148.05		
0003940	00	FBINNA-NEBRASKA INC								
2021 ELLIOTT J		PI4716	041377	00	07/14/2021	001-1209-421.20-13	GENERAL	100.00		
2021 WIMER S		PI4717	041377	00	07/14/2021	001-1209-421.20-13	GENERAL	100.00		
							VENDOR TOTAL *	200.00		
0005616	00	FINDAWAY WORLD LLC								
353895		PI4663	040235	00	07/14/2021	001-2031-455.30-51	GENERAL	480.18		
							VENDOR TOTAL *	480.18		
0001112	00	FREMONT ELECTRIC INC								
46409		PI4528	040189	00	07/14/2021	001-2026-451.20-60	BLANKET PURCHASE ORDER	245.00		
46409		PI4529	040189	00	07/14/2021	001-2026-451.30-48	BLANKET PURCHASE ORDER	23.21		
46431		PI4600	040189	00	07/14/2021	001-2030-451.20-60	BLANKET PURCHASE ORDER	140.00		
46431		PI4601	040189	00	07/14/2021	001-2030-451.30-56	BLANKET PURCHASE ORDER	161.86		
							VENDOR TOTAL *	570.07		
0001131	00	FREMONT TRIBUNE								
987670		PI4526	040163	00	07/14/2021	001-1003-415.20-33	BLANKET PURCHASE ORDER	9.50		
988367		PI4593	040163	00	07/14/2021	001-1003-415.20-33	BLANKET PURCHASE ORDER	13.10		
955926		PI4594	040163	00	07/14/2021	001-1003-415.20-33	BLANKET PURCHASE ORDER	4.09		
955926		PI4595	040163	00	07/14/2021	001-1015-415.20-33	BLANKET PURCHASE ORDER	4.09		
955926		PI4596	040163	00	07/14/2021	001-2024-416.20-33	BLANKET PURCHASE ORDER	4.09		
955926		PI4597	040163	00	07/14/2021	001-2027-452.20-33	BLANKET PURCHASE ORDER	4.09		
955926		PI4598	040163	00	07/14/2021	029-2034-466.20-33	BLANKET PURCHASE ORDER	4.09		
955926		PI4599	040163	00	07/14/2021	042-0772-490.20-33	BLANKET PURCHASE ORDER	4.09		
							VENDOR TOTAL *	47.14		
0002924	00	FREMONT WASTE TRANSFER								
JUN 21		000656		00	07/14/2021	001-2027-452.20-99	JUN 21	247.90		
							VENDOR TOTAL *	247.90		
0007060	00	FUREVER HOME INC								

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0007060 153	00	FUREVER HOME INC PI4682 040882	00	07/14/2021	001-1410-421.20-65	BLANKET PURCHASE ORDER	18,067.33	
						VENDOR TOTAL *	18,067.33	
0006263 74516374	00	GALE/CENGAGE LEARNING INC PI4532 040233	00	07/14/2021	001-2031-455.30-51	GENERAL	123.16	
74552316		PI4660 040233	00	07/14/2021	001-2031-455.30-51	GENERAL	116.99	
74561267		PI4661 040233	00	07/14/2021	001-2031-455.30-51	GENERAL	60.72	
74568102		PI4662 040233	00	07/14/2021	001-2031-455.30-51	GENERAL	59.22	
						VENDOR TOTAL *	360.09	
0007095 A15847/062821	00	GREGG YOUNG CHEVROLET INC PI4733 041397	00	07/14/2021	001-1209-421.40-20	GENERAL	17,640.00	
						VENDOR TOTAL *	17,640.00	
0006651 062121	00	HUISMAN, VERONICA Y PI4534 040254	00	07/14/2021	001-1209-421.20-99	GENERAL	25.00	
						VENDOR TOTAL *	25.00	
0006792 19389	00	HURST LAWN SERVICE PI4540 040931	00	07/14/2021	001-2031-455.20-99	GENERAL	467.00	
19391		PI4683 040931	00	07/14/2021	001-2031-455.20-99	GENERAL	467.00	
19392		PI4709 041340	00	07/14/2021	001-2031-455.20-99	GENERAL	735.00	
19392		PI4715 041368	00	07/14/2021	001-2031-455.20-99	GENERAL	875.00	
						VENDOR TOTAL *	2,544.00	
0001167 5856381283	00	HY-VEE PI4628 040141	00	07/14/2021	001-2031-455.30-41	BLANKET PURCHASE ORDER	16.77	
						VENDOR TOTAL *	16.77	
0005752 65860	00	IMA INC - BENEFITS DIVISION PI4722 041385	00	07/14/2021	060-0660-442.70-07	BLANKET PURCHASE ORDER	3,750.00	
65861		PI4723 041385	00	07/14/2021	060-0660-442.70-07	BLANKET PURCHASE ORDER	3,750.00	
						VENDOR TOTAL *	7,500.00	
0003432 10003849475	00	INFOUSA MARKETING INC PI4577 041363	00	07/14/2021	001-2031-455.30-51	GENERAL	1,600.00	
						VENDOR TOTAL *	1,600.00	
0001426 125416	00	JEO CONSULTING GROUP INC PI4676 040378	00	07/14/2021	040-2037-431.45-34	BLANKET PURCHASE ORDER	1,947.50	
						VENDOR TOTAL *	1,947.50	
0006783 063021 FIRE	00	KOPEYS FIRE EXTINGUISHER SERVICE PI4726 041391	00	07/14/2021	001-1206-422.20-60	GENERAL	24.50	
						VENDOR TOTAL *	24.50	
0001215 ATE745280-AX03	00	LOU'S SPORTING GOODS PI4565 041332	00	07/14/2021	001-2029-451.30-52	BLANKET PURCHASE ORDER	399.90	



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0001215 ATE745282-AX04	00	LOU'S SPORTING GOODS PI4566 041332	00	07/14/2021	001-2029-451.30-52	BLANKET PURCHASE ORDER	651.45	
						VENDOR TOTAL *	1,051.35	
0006952 P07626	00	MACQUEEN EQUIPMENT LLC PI4573 041348	00	07/14/2021	012-2025-431.30-56	FIELD PURCHASE ORDER	160.54	
						VENDOR TOTAL *	160.54	
0006967 5111912	00	MALLORY SAFETY AND SUPPLY LLC PI4553 041214	00	07/14/2021	001-1209-421.30-79	GENERAL	223.93	
5111912		PI4555 041214	00	07/14/2021	001-1209-421.20-11	GENERAL	10.50	
5111912		PI4554 041214	00	07/14/2021	001-1410-421.30-79	GENERAL	95.97	
5111912		PI4556 041214	00	07/14/2021	001-1410-421.20-11	GENERAL	4.50	
						VENDOR TOTAL *	334.90	
0006212 0023745322	00	MATHESON TRI-GAS INC PI4514 040145	00	07/14/2021	001-1206-422.30-32	BLANKET PURCHASE ORDER	116.82	
						VENDOR TOTAL *	116.82	
0006184 21-1022	00	MAX D SIGNS LLC PI4557 041249	00	07/14/2021	001-1004-424.30-35	GENERAL	590.00	
						VENDOR TOTAL *	590.00	
0006883 18257347	00	MCKESSON MEDICAL-SURGICAL GOVERNMENT PI4562 041321	00	07/14/2021	001-1206-422.30-33	GENERAL	18.90	
18257471		PI4563 041321	00	07/14/2021	001-1206-422.30-33	GENERAL	361.35	
18259110		PI4613 041321	00	07/14/2021	001-1206-422.30-33	GENERAL	360.40	
18267903		PI4616 041342	00	07/14/2021	001-1206-422.30-33	GENERAL	374.85	
18270188		PI4617 041344	00	07/14/2021	001-1206-422.30-33	GENERAL	739.65	
18272923		PI4618 041359	00	07/14/2021	001-1206-422.30-33	GENERAL	875.87	
						VENDOR TOTAL *	2,731.02	
0001229 12283	00	MENARDS - FREMONT PI4515 040147	00	07/14/2021	001-2027-452.30-56	BLANKET PURCHASE ORDER	12.00	
12912		PI4629 040147	00	07/14/2021	001-2031-455.30-79	BLANKET PURCHASE ORDER	65.41	
						VENDOR TOTAL *	77.41	
0003474 V0001448	00	METROPOLITAN COMMUNITY COLLEGE PI4680 040761	00	07/14/2021	001-1206-422.20-13	GENERAL	3,744.00	
V0001449		PI4681 040790	00	07/14/2021	001-1206-422.20-13	GENERAL	2,808.00	
						VENDOR TOTAL *	6,552.00	
0004095 500594268	00	MIDWEST TAPE PI4664 040236	00	07/14/2021	001-2031-455.30-51	GENERAL	47.99	
500598504		PI4665 040236	00	07/14/2021	001-2031-455.30-51	GENERAL	13.74	
						VENDOR TOTAL *	61.73	
0001839 3872818-00	00	MIDWEST TURF & IRRIGATION PI4706 041320	00	07/14/2021	001-2027-452.30-56	BLANKET PURCHASE ORDER	737.65	

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0001839	00	MIDWEST TURF & IRRIGATION						
						VENDOR TOTAL *	737.65	
0005038	00	MUNICIPAL EMERGENCY SERVICE-FREMONT						
IN1591759		PI4588 040146 00 07/14/2021			001-1206-422.20-60	BLANKET PURCHASE ORDER	175.00	
IN1591759		PI4589 040146 00 07/14/2021			001-1206-422.30-56	BLANKET PURCHASE ORDER	81.20	
						VENDOR TOTAL *	256.20	
0003340	00	NEBRASKA DEPT OF AERONAUTICS						
1275055		PI4675 040350 00 07/14/2021			029-2034-466.20-99	BLANKET PURCHASE ORDER	EFT:	1,199.57
						VENDOR TOTAL *	.00	1,199.57
0002006	00	NEBRASKA DEPT OF REVENUE						
27 3392961	0621	PI4734 040168 00 07/14/2021			001-2026-451.20-99	BLANKET PURCHASE ORDER	148.64	
						VENDOR TOTAL *	148.64	
9999999	00	NEILL, YOLANDA						
183076 NEILL		000657 00 07/14/2021			001-2027-347.03-00	YOLANDA NEILL/PK RENTAL	25.00	
						VENDOR TOTAL *	25.00	
0006329	00	NNSWC LANDFILL						
JUN 21		000658 00 07/14/2021			001-1013-432.20-21	JUN 21 Tipping fees at coalition site	73,853.98	
						VENDOR TOTAL *	73,853.98	
0001020	00	O'REILLY AUTOMOTIVE INC						
0397-426313		PI4517 040149 00 07/14/2021			001-1206-422.30-56	BLANKET PURCHASE ORDER	77.94	
0397-426354		PI4518 040149 00 07/14/2021			001-1209-421.30-63	BLANKET PURCHASE ORDER	49.16	
0397-426422		PI4590 040149 00 07/14/2021			001-1209-421.30-63	BLANKET PURCHASE ORDER	78.30	
0397-425369		PI4516 040149 00 07/14/2021			012-2025-431.30-32	BLANKET PURCHASE ORDER	7.54	
0397-426354		PI4519 040149 00 07/14/2021			012-2025-431.30-63	BLANKET PURCHASE ORDER	13.74	
0397-427479		PI4630 040149 00 07/14/2021			012-2025-431.30-32	BLANKET PURCHASE ORDER	23.88	
0397-427479		PI4631 040149 00 07/14/2021			012-2025-431.30-63	BLANKET PURCHASE ORDER	17.18	
0397-427528		PI4632 040149 00 07/14/2021			012-2025-431.30-63	BLANKET PURCHASE ORDER	78.30	
						VENDOR TOTAL *	346.04	
0002888	00	OFFICENET						
960321-0		PI4564 041323 00 07/14/2021			001-1004-424.30-31	GENERAL	161.00	
961094-0		PI4720 041383 00 07/14/2021			001-1004-424.30-31	GENERAL	73.72	
961094-0		PI4721 041383 00 07/14/2021			001-2024-416.30-31	GENERAL	63.40	
						VENDOR TOTAL *	298.12	
0006122	00	OMG MIDWEST INC						
1652083		PI4605 040215 00 07/14/2021			012-2025-431.30-69	FIELD PURCHASE ORDER	408.20	
						VENDOR TOTAL *	408.20	
0001625	00	OTIS ELEVATOR COMPANY						
100400405399		PI4533 040245 00 07/14/2021			001-1209-421.20-65	GENERAL	168.42	
						VENDOR TOTAL *	168.42	

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INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
0005755	00	OVERDRIVE INC								
01419DA21275893PI		4666	040237	00	07/14/2021	001-2031-455.30-51	GENERAL	70.85		
VENDOR TOTAL *								70.85		
0001268	00	P & H ELECTRIC INC								
123980		PI4725	041387	00	07/14/2021	001-1206-422.30-56	GENERAL	36.50		
VENDOR TOTAL *								36.50		
0006314	00	PEST PRO'S INC								
BAIT 062221		PI4645	040202	00	07/14/2021	001-1013-432.20-99	FIELD PURCHASE ORDER	12.00		
TRA STA 062221		PI4646	040202	00	07/14/2021	001-1013-432.20-99	FIELD PURCHASE ORDER	27.00		
CITY AUD 062221		PI4641	040199	00	07/14/2021	001-2026-451.20-99	BLANKET PURCHASE ORDER	85.00		
H ARENA 062221		PI4642	040199	00	07/14/2021	001-2026-451.20-99	GENERAL	40.00		
SR CTR 062221		PI4644	040199	00	07/14/2021	001-2026-451.20-99	GENERAL	85.00		
CF BLFLD 062221		PI4639	040199	00	07/14/2021	001-2029-451.20-99	GENERAL	75.00		
CF SCR 062221		PI4640	040199	00	07/14/2021	001-2029-451.20-99	GENERAL	65.00		
SPLA STA 062221		PI4643	040199	00	07/14/2021	001-2030-451.20-99	GENERAL	75.00		
VENDOR TOTAL *								464.00		
0006436	00	PINNACLE BANK - VISA								
FUEL - WATTS		PI4707	041333	00	07/14/2021	001-1209-421.20-13	GENERAL	58.84		
HOTEL - WATTS		PI4708	041333	00	07/14/2021	001-1209-421.20-13	GENERAL	500.29		
VENDOR TOTAL *								559.13		
0005144	00	PITNEY BOWES GLOBAL FINANCIAL SERV								
3313802880		PI4667	040238	00	07/14/2021	001-2031-455.20-70	GENERAL	147.57		
VENDOR TOTAL *								147.57		
0002919	00	PLATTE VALLEY EQUIPMENT LLC								
2896158		PI4520	040150	00	07/14/2021	012-2025-431.30-56	BLANKET PURCHASE ORDER	219.69		
VENDOR TOTAL *								219.69		
0006773	00	PORT-A-JOHNS								
21-2076		PI4656	040209	00	07/14/2021	001-1013-432.20-99	FIELD PURCHASE ORDER	175.00		
VENDOR TOTAL *								175.00		
0006411	00	PROCHASKA & ASSOCIATES								
4359		PI4568	041346	00	07/14/2021	001-1209-421.20-31	GENERAL	750.00		
4359		PI4569	041346	00	07/14/2021	001-1209-421.20-31	GENERAL	750.00		
4385		PI4570	041346	00	07/14/2021	001-1209-421.20-31	GENERAL	1,125.00		
4385		PI4571	041346	00	07/14/2021	001-1209-421.20-31	GENERAL	1,125.00		
VENDOR TOTAL *								3,750.00		
0000298	00	RECREONICS INC								
862944		PI4685	041078	00	07/14/2021	001-2030-451.40-13	BLANKET PURCHASE ORDER	20,733.64	Splash pool boiler replacement	
VENDOR TOTAL *								20,733.64		
0006579	00	RISE BROADBAND								
0135917 0721		PI4622	040085	00	07/14/2021	029-2034-466.20-99	BLANKET PURCHASE ORDER	95.63		

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0006579	00	RISE BROADBAND						
						VENDOR TOTAL *	95.63	
0006713 INV-016703	00	SANDRY FIRE SUPPLY LLC PI4558 041258 00	00	07/14/2021	001-1206-422.30-56	GENERAL	439.00	
						VENDOR TOTAL *	439.00	
0006767 IN3524269 IN3530475 IN3530475	00	SAPP BROS INC PI4567 041345 00 PI4718 041379 00 PI4719 041379 00	00	07/14/2021 07/14/2021 07/14/2021	001-1206-422.30-44 001-1209-421.30-44 012-2025-431.30-44	GENERAL FIELD PURCHASE ORDER FIELD PURCHASE ORDER	1,196.55 277.20 277.20	
						VENDOR TOTAL *	1,750.95	
0006787 CLIP13349 CLIP13349 CLIP13349 CLIP13349 CLIP13349 CLIP13349	00	SCHLOSSER ENTERPRISES INC PI4686 041095 00 PI4687 041095 00 PI4688 041095 00 PI4689 041095 00 PI4690 041095 00 PI4691 041095 00	00	07/14/2021 07/14/2021 07/14/2021 07/14/2021 07/14/2021 07/14/2021	001-1209-421.20-99 001-2026-451.20-99 001-2027-452.20-99 001-2027-452.20-99 011-2055-422.20-99 012-2025-431.20-99	GENERAL GENERAL BLANKET PURCHASE ORDER GENERAL BLANKET PURCHASE ORDER GENERAL	EFT: EFT: EFT: EFT: EFT: EFT:	60.00 330.00 600.00 3,545.00 80.00 1,170.00
						VENDOR TOTAL *	.00	5,785.00
0003375 1273751	00	STATE OF NEBRASKA - CELLULAR PI4674 040306 00	00	07/14/2021	001-1209-421.20-99	GENERAL	227.43	
						VENDOR TOTAL *	227.43	
0002916 013397 013398	00	STEENBLOCK ERECTORS INC PI4606 040221 00 PI4607 040221 00	00	07/14/2021 07/14/2021	029-2034-466.20-60 029-2034-466.20-60	FIELD PURCHASE ORDER FIELD PURCHASE ORDER	2,565.00 775.00	
						VENDOR TOTAL *	3,340.00	
0006223 28382	00	T SQUARE SUPPLY LLC PI4521 040155 00	00	07/14/2021	012-2025-431.30-64	BLANKET PURCHASE ORDER	87.56	
						VENDOR TOTAL *	87.56	
0004409 317	00	THREE RIVERS LIBRARY SYSTEM PI4578 041364 00	00	07/14/2021	001-2031-455.20-13	GENERAL	10.00	
						VENDOR TOTAL *	10.00	
0003598 0113917	00 0721	TIME WARNER CABLE PI4732 040197 00	00	07/14/2021	001-2029-451.20-12	GENERAL	123.59	
						VENDOR TOTAL *	123.59	
0007059 258998 258998	00	TIMMONS GROUP INC PI4537 040863 00 PI4538 040863 00	00	07/14/2021 07/14/2021	001-1305-430.20-31 001-2024-416.20-31	GENERAL GENERAL	4,043.50 4,043.50	
						VENDOR TOTAL *	8,087.00	
0006063	00	TITAN MACHINERY INC (VICTORS)						

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INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
<hr/>										
0006063	00	TITAN MACHINERY INC	(VICTORS)							
15680322		PI4559	041312	00	07/14/2021	012-2025-431.30-56	FIELD PURCHASE ORDER	98.50		
							VENDOR TOTAL *	98.50		
0007065	00	TK ELEVATOR CORPORATION								
1000360040		PI4541	040942	00	07/14/2021	001-2031-455.20-65	GENERAL	260.94		
							VENDOR TOTAL *	260.94		
0006676	00	TOTAL FIRE & SECURITY INC								
9710855		PI4545	041108	00	07/14/2021	001-2026-451.20-99	BLANKET PURCHASE ORDER	120.00		
9799246		PI4679	040567	00	07/14/2021	001-2031-455.20-99	GENERAL	105.00		
							VENDOR TOTAL *	225.00		
0006519	00	TRAFFIC CONTROL CORP								
129717		PI4702	041259	00	07/14/2021	001-1206-422.40-16	GENERAL	3,260.00		
							VENDOR TOTAL *	3,260.00		
0006707	00	TRISTAR RISK MANAGEMENT								
103467		PI4638	040194	00	07/14/2021	061-0661-441.10-26	BLANKET PURCHASE ORDER	4,912.50		
							VENDOR TOTAL *	4,912.50		
0003443	00	VALUE LINE PUBLISHING INC								
120594/DN211205		PI4580	041367	00	07/14/2021	001-2031-455.30-51	GENERAL	2,695.00		
							VENDOR TOTAL *	2,695.00		
0006096	00	VERIZON WIRELESS								
9882507632		PI4677	040400	00	07/14/2021	001-2031-455.20-65	GENERAL	225.87		
							VENDOR TOTAL *	225.87		
0003337	00	WASTE CONNECTIONS INC								
5976861		PI4668	040244	00	07/14/2021	001-1206-422.20-99	BLANKET PURCHASE ORDER	160.00		
5976861		PI4669	040244	00	07/14/2021	001-1209-421.20-99	BLANKET PURCHASE ORDER	210.00		
5976883		PI4647	040208	00	07/14/2021	001-2026-451.20-99	BLANKET PURCHASE ORDER	443.97		
5976883		PI4648	040208	00	07/14/2021	001-2026-451.20-99	GENERAL	516.83		
5976883		PI4649	040208	00	07/14/2021	001-2027-452.20-99	BLANKET PURCHASE ORDER	63.80		
5976883		PI4650	040208	00	07/14/2021	001-2027-452.20-99	GENERAL	63.80		
5980294		PI4655	040208	00	07/14/2021	001-2027-452.20-99	BLANKET PURCHASE ORDER	63.80		
5976883		PI4651	040208	00	07/14/2021	001-2028-451.20-99	GENERAL	70.00		
5976883		PI4652	040208	00	07/14/2021	001-2029-451.20-99	GENERAL	138.00		
5976883		PI4653	040208	00	07/14/2021	001-2030-451.20-99	GENERAL	255.00		
5976830		PI4658	040222	00	07/14/2021	001-2031-455.20-99	GENERAL	141.20		
5976883		PI4654	040208	00	07/14/2021	001-2042-440.20-99	GENERAL	63.80		
5976861		PI4670	040244	00	07/14/2021	012-2025-431.20-99	BLANKET PURCHASE ORDER	175.00		
							VENDOR TOTAL *	2,365.20		
9999999	00	WESTCOTT, DEE								
181858	WESTCOTT000663			00	07/14/2021	001-0000-202.04-00	DEE WESTCOTT/COMM RM	100.00		
							VENDOR TOTAL *	100.00		

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BANK: 00

VEND NO	SEQ#	VENDOR NAME										EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM		CHECK			HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION		AMOUNT			AMOUNT
<hr/>												
0005116	00	WIESE PLUMBING & EXCAVATING INC										
15683		PI4530	040190	00	07/14/2021	001-2027-452.20-60	BLANKET PURCHASE ORDER		165.00			
15683		PI4530	040190	00	07/14/2021	001-2027-452.30-56	BLANKET PURCHASE ORDER		31.30			
15695		PI4602	040190	00	07/14/2021	001-2027-452.20-60	BLANKET PURCHASE ORDER		55.00			
15820		PI4603	040190	00	07/14/2021	001-2027-452.20-60	BLANKET PURCHASE ORDER		165.00			
15820		PI4604	040190	00	07/14/2021	001-2027-452.30-56	BLANKET PURCHASE ORDER		309.30			
15774		PI4703	041296	00	07/14/2021	001-2027-452.20-60	BLANKET PURCHASE ORDER		350.00			
15774		PI4704	041296	00	07/14/2021	001-2027-452.30-56	BLANKET PURCHASE ORDER		645.00			
15906		PI4729	041398	00	07/14/2021	001-2030-451.20-60	BLANKET PURCHASE ORDER		549.50			
15906		PI4730	041398	00	07/14/2021	001-2030-451.30-56	BLANKET PURCHASE ORDER		177.88			
VENDOR TOTAL *									2,447.98			
0003614	00	WILDLIFE LEARNING ENCOUNTERS										
3340		PI4334	041173	00	07/14/2021	001-2031-455.20-99	GENERAL		495.00			
VENDOR TOTAL *									495.00			
0006490	00	YONG CONSTRUCTION LLC										
P18119 #9		PI4500	039783	00	07/14/2021	012-2032-431.45-20	GENERAL	Luther Road South Project	20,166.60		CCR 2020-081	
P18420 #3		PI4546	041159	00	07/14/2021	012-2032-431.45-20	GENERAL	N Lincoln Ave & 29th St. Pavement	48,315.60		CCR 2021-049	
VENDOR TOTAL *									68,482.20			
00 General Fund									BANK TOTAL *	465,971.32		375,748.24

PREPARED 07/08/2021,10:43:02  
PROGRAM: GM339L  
City of Fremont  
Special Revenue

EXPENDITURE APPROVAL LIST  
AS OF: 07/14/2021      PAYMENT DATE: 07/14/2021  
  
BANK: 02

-----										
VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR	
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED	
NO		NO	NO						AMOUNT	
-----										
0005674	00	OLSSON								
390244		PI4620	037362	02	07/14/2021	011-2059-465.20-31	BLANKET PURCHASE ORDER	3,902.50		
VENDOR TOTAL *								3,902.50		
				02	Special Revenue		BANK TOTAL *	3,902.50		

PREPARED 07/08/2021,10:43:02  
PROGRAM: GM339L  
City of Fremont  
CDBG Clearing

EXPENDITURE APPROVAL LIST  
AS OF: 07/14/2021      PAYMENT DATE: 07/14/2021  
  
BANK: 08

-----									EFT, EPAY OR
VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
NO		NO	NO						
-----									-----
0001426	00	JEO CONSULTING GROUP INC							
125417		PI4678	040487	08	07/14/2021	031-0782-465.45-34	BLANKET PURCHASE ORDER	5,352.00	
							VENDOR TOTAL *	5,352.00	
				08	CDBG Clearing			BANK TOTAL *	5,352.00





PREPARED 06/28/2021 8:34:01  
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST  
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 06282021 ANDERSEND

PAYMENT TYPES

Checks . . . . .	Y
EFTs . . . . .	Y
ePayables . . . . .	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . .	06/28/2021
All banks . . . . .	A

REPORT SEQUENCE OPTIONS:

Vendor . . . . .	X	One vendor per page? (Y,N) . . . . .	N
Bank/Vendor . . . . .		One vendor per page? (Y,N) . . . . .	N
Fund/Dept/Div . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Fund/Dept/Div/Element/Obj . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Proj/Fund/Dept/Div/Elm/Obj . . . . .			

This report is by: Vendor

Process by bank code? (Y,N) . . . . .	Y
Print reports in vendor name sequence? (Y,N) . .	Y
Calendar year for 1099 withholding . . . . .	2021
Disbursement year/per . . . . .	2021/09
Payment date . . . . .	06/28/2021



PREPARED 07/06/2021 9:18:33  
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST  
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 07062021 ANDERSEND

PAYMENT TYPES

Checks . . . . .	Y
EFTs . . . . .	Y
ePayables . . . . .	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . .	07/06/2021
All banks . . . . .	A

REPORT SEQUENCE OPTIONS:

Vendor . . . . .	X	One vendor per page? (Y,N) . . . . .	N
Bank/Vendor . . . . .		One vendor per page? (Y,N) . . . . .	N
Fund/Dept/Div . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Fund/Dept/Div/Element/Obj . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Proj/Fund/Dept/Div/Elm/Obj . . . . .			

This report is by: Vendor

Process by bank code? (Y,N) . . . . .	Y
Print reports in vendor name sequence? (Y,N) . .	Y
Calendar year for 1099 withholding . . . . .	2021
Disbursement year/per . . . . .	2021/10
Payment date . . . . .	07/06/2021

VEND NO	SEQ#	VENDOR NAME							
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
									AMOUNT
0005278	00	BOKF NA							
07/2021 B2018				00	07/06/2021	051-0000-221.00-00	Refund Util Bond S 2018	EFT:	1,089,960.48
07/2021 B2014B				00	07/06/2021	051-0000-221.00-00	Refund Util Bond S 2014B	EFT:	1,242,952.60
							Utility bond refunding		
							VENDOR TOTAL *	.00	2,332,913.08
0003109	00	UPS							
5E9752271				00	07/06/2021	051-5001-940.60-79	07/03/21 Serv Chrg Share	8.25	
5E9752271				00	07/06/2021	051-5001-940.60-79	07/03/21 Serv Chrg Share	8.25	
5E9752271				00	07/06/2021	051-5105-502.60-79	PCO	55.35	
5E9752271				00	07/06/2021	051-5105-502.60-79	Ohio Lumex Co	134.23	
5E9752271				00	07/06/2021	051-5205-580.60-79	Skarshaug Testing Lab	253.85	
5E9752271				00	07/06/2021	053-6105-502.50-23	Water Samples	41.95	
							VENDOR TOTAL *	501.88	
							EFT/EPAY TOTAL ***		2,332,913.08
							TOTAL EXPENDITURES ****	501.88	2,332,913.08
							*****		2,333,414.96
						GRAND TOTAL			



# Nebraska and Local Sales and Use Tax Return

FORM  
10

Tax Cat. | Nebr. I.D. Number | Rpt. Code | Tax Period  
1 | 55808 | 1 | 6/2021

Reference No.: 01B006443273  
Date Filed: Wed, Jul 07, 2021 10:15:46 AM  
Scheduled Payment Amount: 251,677.52  
Scheduled Payment Date: Wed, Jul 14, 2021

27753

Due Date: 07/20/2021

## NAME AND LOCATION

DEPARTMENT OF UTILITIES  
400 E MILITARY AVE  
FREMONT, NE 68025-5141

## NAME AND MAILING ADDRESS

DEPARTMENT OF UTILITIES  
400 E MILITARY AVE  
FREMONT, NE 68025-5141

☐ Check the box if your business has permanently closed, has been sold to someone else, or your permit is no longer needed.  
New owners must apply for their own sales tax permit.

1	Gross sales and services in Nebraska .....	1	6,525,839.00
2	Net Nebraska taxable sales .....	2	3,538,676.00
3	Nebraska sales tax (line 2 multiplied by .055) .....	3	194,627.18
4	Nebraska use tax .....	4	8,729.50
5	Local use tax from Nebraska Schedule I .....	5	2,397.59
6	Local sales tax from Nebraska Schedule I .....	6	45,998.25
7	Total Nebraska and local sales tax (line 3 plus line 6).....	7	240,625.43
8	Sales tax collection fee (line 7 multiplied by .025; Maximum allowed \$75.00 per location).....	8	75.00
9	Sales tax due (line 7 minus line 8).....	9	240,550.43
10	Total Nebraska and local use tax (line 4 plus line 5).....	10	11,127.09
11	Total Nebraska and local sales and use tax due (line 9 plus line 10).....	11	251,677.52
12	Previous balance with applicable interest at 3.0% per year and payments received through .....	12	

13 BALANCE DUE (line 11 plus or minus line 12). Pay in full ..... 13 251,677.52

Under penalties of law, I declare that, as a taxpayer or preparer I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is correct and complete.

## NE Sales & Use Tax for the month of June 2021

Sales Tax Payable	051-0000-236-0000	\$	240,625.45
Use Tax	051-0000-236-0100	\$	7,614.27
	053-0000-236-0100	\$	2,784.55
	057-0000-236-0100	\$	728.27
Collection Fee	051-5001-421-0000	\$	75.02
Cash/Total Due	051-0000-131-0000	\$	248,164.70
	053-0000-131-0000	\$	2,784.55
	057-0000-131-0000	\$	728.27

DEPARTMENT OF UTILITIES  
ELECTRONIC WITHDRAWAL LIST

FOR CITY COUNCIL MEETING: 07/13/21

AJ		WITHDRAWAL			WITHDRAWAL
GROUP NO	VENDOR NAME	DATE	ACCOUNT NO	ITEM DESCRIPTION	AMOUNT
7639	VANTIV	07/07/21	051-5001-903-60-77	KIOSK CREDIT CARD FEES	18.20
7614	TSYS MERCHANT SOLUTIONS	07/06/21	051-5001-903-60-77	CREDIT CARD FEES	1,186.94
7614	TSYS MERCHANT SOLUTIONS	07/06/21	051-5001-903-60-77	CREDIT CARD FEES	11,568.21
				TOTAL EXPENDITURES	12,773.35

PREPARED 07/08/2021 7:53:18  
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST  
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 07082021 ANDERSEND

PAYMENT TYPES

Checks . . . . .	Y
EFTs . . . . .	Y
ePayables . . . . .	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . .	07/08/2021
All banks . . . . .	A

REPORT SEQUENCE OPTIONS:

Vendor . . . . .	X	One vendor per page? (Y,N) . . . . .	N
Bank/Vendor . . . . .		One vendor per page? (Y,N) . . . . .	N
Fund/Dept/Div . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Fund/Dept/Div/Element/Obj . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Proj/Fund/Dept/Div/Elm/Obj . . . . .			

This report is by: Vendor

Process by bank code? (Y,N) . . . . .	Y
Print reports in vendor name sequence? (Y,N) . .	Y
Calendar year for 1099 withholding . . . . .	2021
Disbursement year/per . . . . .	2021/10
Payment date . . . . .	07/08/2021



VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584 20210708	00	CEI PR0708	00	07/08/2021	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	122,346.65
						VENDOR TOTAL *	.00	122,346.65
0004192 20210708	00	PAYROLL EFT DEDUCTIONS PR0708	00	07/08/2021	051-0000-241.00-00	PAYROLL SUMMARY	188,502.24	
						VENDOR TOTAL *	188,502.24	
						EFT/EPAY TOTAL ***		122,346.65
						TOTAL EXPENDITURES ****	188,502.24	122,346.65
					GRAND TOTAL	*****		310,848.89

Prepared 7/07/21, 11:22:58

Pay Date 7/08/21

Primary FIRST NATIONAL BANK

CITY OF FREMONT  
Direct Deposit Register

Page 42

Program PR530L

Account		Social Security	Deposit	
Number	Employee Name		Amount	

Final Total 294,149.33 Count 173

PREPARED 07/08/2021 11:03:41  
PROGRAM: GM339L

EXPENDITURE APPROVAL LIST  
REPORT PARAMETER SELECTIONS

EAL DESCRIPTION: EAL: 07082021 ANDERSEND

PAYMENT TYPES

Checks . . . . .	Y
EFTs . . . . .	Y
ePayables . . . . .	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . .	07/14/2021
All banks . . . . .	A

REPORT SEQUENCE OPTIONS:

Vendor . . . . .	X	One vendor per page? (Y,N) . . . . .	N
Bank/Vendor . . . . .		One vendor per page? (Y,N) . . . . .	N
Fund/Dept/Div . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Fund/Dept/Div/Element/Obj . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Proj/Fund/Dept/Div/Elm/Obj . . . . .			

This report is by: Vendor

Process by bank code? (Y,N) . . . . .	Y
Print reports in vendor name sequence? (Y,N) . .	Y
Calendar year for 1099 withholding . . . . .	2021
Disbursement year/per . . . . .	2021/10
Payment date . . . . .	07/14/2021

PROGRAM: GM339L

AS OF: 07/14/2021

PAYMENT DATE: 07/14/2021

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002981	00	A & D TECHNICAL SUPPLY CO INC						
0000320748		PI4751	00	07/14/2021	051-5205-580.60-64	PO NUM 056780	1,605.00	
0000320748		PI4752	00	07/14/2021	053-6205-583.60-64	PO NUM 056780	1,605.00	
0000320748		PI4753	00	07/14/2021	057-8205-870.60-64	PO NUM 056780	1,605.00	
						VENDOR TOTAL *	4,815.00	
0000957	00	AAA GARAGE DOOR INC						
13399912		PI4738	00	07/14/2021	055-7105-502.50-35	PO NUM 056364	535.00	
13399912		PI4739	00	07/14/2021	055-7105-502.60-59	PO NUM 056364	496.00	
						VENDOR TOTAL *	1,031.00	
0000959	00	ACE HARDWARE						
123733/3		PI4768	00	07/14/2021	051-5105-502.50-35	PO NUM 056764	779.28	
123721/3		PI4714	00	07/14/2021	055-7105-502.50-35	PO NUM 056758	419.00	
						VENDOR TOTAL *	1,198.28	
0003812	00	AGORA ENVIRONMENTAL CONSULTING						
17152		PI4722	00	07/14/2021	051-5105-502.60-61	PO NUM 054126	EFT:	1,175.00
						VENDOR TOTAL *	.00	1,175.00
9999999	00	AGUIRRE SALINAS, JESUS						
000082791		UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	120.71	
						VENDOR TOTAL *	120.71	
0004276	00	AIRGAS USA LLC						
9114314059		PI4639	00	07/14/2021	051-5105-502.50-35	PO NUM 056631	EFT:	150.00
						VENDOR TOTAL *	.00	150.00
9999999	00	ALLEN, ROBERT W						
000082637		UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	70.99	
						VENDOR TOTAL *	70.99	
0005327	00	ALS GROUP USA CORP						
36-54-548753-0		PI4634	00	07/14/2021	055-7105-502.50-35	PO NUM 056146	EFT:	135.00
36-54-548753-0		PI4635	00	07/14/2021	055-7105-502.60-54	PO NUM 056146	EFT:	315.00
36-54-548753-0		PI4636	00	07/14/2021	055-7105-502.60-76	PO NUM 056146	EFT:	120.00
						VENDOR TOTAL *	.00	570.00
0002612	00	ALTEC INDUSTRIES INC						
50793823		PI4645	00	07/14/2021	051-5205-580.50-48	PO NUM 056707	488.01	
50793823		PI4646	00	07/14/2021	051-5205-580.60-59	PO NUM 056707	1,440.40	
50793823		PI4647	00	07/14/2021	051-5205-580.60-79	PO NUM 056707	52.60	
						VENDOR TOTAL *	1,981.01	
0004585	00	AMERICAN BROADBAND INTERNET						
51262 0721		PI4757	00	07/14/2021	051-5001-922.50-53	PO NUM 054688	439.40	
						VENDOR TOTAL *	439.40	
0004587	00	AMERICAN UNDERGROUND SUPPLY LLC						
S100003948-001		PI4717	00	07/14/2021	053-0000-154.00-00	PO NUM 056391	5,171.65	

PROGRAM: GM339L

AS OF: 07/14/2021

PAYMENT DATE: 07/14/2021

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004587	00	AMERICAN UNDERGROUND SUPPLY LLC						
S100005021-001	PI4766		00	07/14/2021	053-6205-583.60-79	PO NUM 056391	283.13	
S100004856-002	PI4735		00	07/14/2021	055-7205-583.50-35	PO NUM 054785	143.46	
S100004873-001	PI4826		00	07/14/2021	055-7205-583.50-35	PO NUM 056814	302.70	
						VENDOR TOTAL *	5,900.94	
0004891	00	APEX INSTRUMENTS INC						
154793	PI4640		00	07/14/2021	051-5105-502.50-35	PO NUM 056637	1,118.87	
						VENDOR TOTAL *	1,118.87	
0005199	00	APX INC						
13071	PI4810		00	07/14/2021	051-5105-502.60-77	PO NUM 056598	EFT:	191.84
						VENDOR TOTAL *	.00	191.84
0002869	00	AQUA-CHEM INC						
00196611	PI4764		00	07/14/2021	053-6105-502.50-52	PO NUM 054906	1,662.25	
00196437	PI4703		00	07/14/2021	055-7105-502.50-52	PO NUM 056335	1,090.00	
						VENDOR TOTAL *	2,752.25	
0002531	00	BABCOCK & WILCOX COMPANY						
BA60388308	PI4702		00	07/14/2021	051-5105-502.60-79	PO NUM 056174	EFT:	107.30
BA60388318	PI4741		00	07/14/2021	051-5105-502.60-79	PO NUM 056455	EFT:	3,305.55
						VENDOR TOTAL *	.00	3,412.85
0003660	00	BAUER BUILT INC						
880083675	PI4780		00	07/14/2021	051-5105-502.60-59	PO NUM 056759	208.84	
880084134	PI4781		00	07/14/2021	051-5105-502.60-59	PO NUM 056759	300.84	
880083961	PI4680		00	07/14/2021	055-7205-583.50-48	PO NUM 056708	733.70	
880083961	PI4681		00	07/14/2021	055-7205-583.60-59	PO NUM 056708	44.00	
880083961	PI4682		00	07/14/2021	055-7205-583.60-61	PO NUM 056708	18.00	
						VENDOR TOTAL *	1,305.38	
0004732	00	BEEHIVE INDUSTRIES LLC						
2315	PI4649		00	07/14/2021	053-6205-583.60-65	PO NUM 056736	7,500.00	
2301	PI4648		00	07/14/2021	057-8205-870.60-65	PO NUM 056735	7,500.00	
						VENDOR TOTAL *	15,000.00	
9999999	00	BERNASEK, TIFFANY R						
000081151	UT		00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	142.95	
						VENDOR TOTAL *	142.95	
0004657	00	BGNE INC						
PI0089995	PI4709		00	07/14/2021	051-5001-940.50-35	PO NUM 056718	3,482.70	
						VENDOR TOTAL *	3,482.70	
0005325	00	BIANCHI ELECTRIC LLC						
30152	PI4802		00	07/14/2021	051-5205-580.60-61	PO NUM 055711 Substation H Construction CCR 2021-013	EFT:	91,032.78
						VENDOR TOTAL *	.00	91,032.78
0003545	00	BOMGAARS SUPPLY INC						

PROGRAM: GM339L

AS OF: 07/14/2021

PAYMENT DATE: 07/14/2021

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003545	00	BOMGAARS SUPPLY INC						
16660092		PI4793	00	07/14/2021	051-5205-580.50-35	PO NUM 054743	51.30	
16658123		PI4694	00	07/14/2021	055-7105-502.50-35	PO NUM 054743	56.37	
16660275		PI4760	00	07/14/2021	055-7105-502.50-35	PO NUM 054743	199.99	
VENDOR TOTAL *							307.66	
0002902	00	BORDER STATES / KRIZ-DAVIS						
922299275		PI4617	00	07/14/2021	051-0000-154.00-00	PO NUM 056092	EFT:	853.32
922308835		PI4618	00	07/14/2021	051-0000-154.00-00	PO NUM 056351	EFT:	311.10
922299277		PI4619	00	07/14/2021	051-0000-154.00-00	PO NUM 056521	EFT:	482.39
922299273		PI4620	00	07/14/2021	051-0000-154.00-00	PO NUM 056548	EFT:	2,346.89
922299272		PI4621	00	07/14/2021	051-0000-154.00-00	PO NUM 056619	EFT:	178.22
922299276		PI4622	00	07/14/2021	051-0000-154.00-00	PO NUM 056658	EFT:	700.07
922308836		PI4624	00	07/14/2021	051-0000-154.00-00	PO NUM 056730	EFT:	731.01
922362755		PI4783	00	07/14/2021	051-0000-154.00-00	PO NUM 056351	EFT:	58.86
922344148		PI4784	00	07/14/2021	051-0000-154.00-00	PO NUM 056518	EFT:	1,913.48
922362752		PI4785	00	07/14/2021	051-0000-154.00-00	PO NUM 056619	EFT:	379.86
922362753		PI4786	00	07/14/2021	051-0000-154.00-00	PO NUM 056746	EFT:	182.31
922362756		PI4787	00	07/14/2021	051-0000-154.00-00	PO NUM 056791	EFT:	303.72
922299274		PI4674	00	07/14/2021	051-5205-580.50-35	PO NUM 056604	EFT:	209.81
922257213		PI4696	00	07/14/2021	051-5205-580.50-35	PO NUM 054753	EFT:	69.75
922337875		PI4761	00	07/14/2021	051-5205-580.50-35	PO NUM 054753	EFT:	5.56
922362754		PI4811	00	07/14/2021	051-5205-580.50-35	PO NUM 056719	EFT:	629.44
922299271		PI4652	00	07/14/2021	055-7205-583.50-35	PO NUM 056752	EFT:	814.02
VENDOR TOTAL *							.00	10,169.81
9999999	00	BROWN,NETTIE L						
000078993		UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	178.29	
VENDOR TOTAL *							178.29	
0001007	00	BUCKRIDGE INC						
86237		MULDER	00	07/14/2021	057-8205-870.50-01	C Mulder/Pilot Out	69.75	
VENDOR TOTAL *							69.75	
0004518	00	CAPPEL AUTO SUPPLY INC						
044300		PI4866	00	07/14/2021	051-5001-940.50-35	PO NUM 054774	214.00	
044347		PI4867	00	07/14/2021	051-5001-940.50-35	PO NUM 054774	48.09	
044360		PI4868	00	07/14/2021	051-5001-940.50-48	PO NUM 054774	192.55	
044471		PI4870	00	07/14/2021	051-5001-940.50-35	PO NUM 054774	139.54	
042895		PI4796	00	07/14/2021	051-5105-502.50-48	PO NUM 054774	191.52	
044146		PI4651	00	07/14/2021	051-5205-580.50-48	PO NUM 056738	275.40	
044452		PI4869	00	07/14/2021	055-7105-502.50-48	PO NUM 054774	188.31	
044598/044682		PI4871	00	07/14/2021	057-8205-870.50-48	PO NUM 054774	120.36	
044232		PI4880	00	07/14/2021	057-8205-870.50-48	PO NUM 056741	318.73	
VENDOR TOTAL *							1,688.50	
9999999	00	CARNEY, PATRICK J						
000080747		UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	167.35	
VENDOR TOTAL *							167.35	
0003817	00	CED AUTOMATION OMAHA						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003817 5411-1027647	00	CED AUTOMATION OMAHA PI4769	00	07/14/2021	051-5105-502.50-35	PO NUM 056768	159.89	
VENDOR TOTAL *							159.89	
0000584 JUL 21 WC	00	CEI	00	07/14/2021	051-5001-919.20-29	July 2021 Workers Comp	EFT:	31,250.00
VENDOR TOTAL *							.00	31,250.00
0004615 062112A197 062118A885	00	CENTRAL PLAINS ENERGY PROJECT*WIRE*	00	07/14/2021	057-8205-807.50-02	Jun'21 CPEP3	27,221.25	Natural gas purchases
							226,350.00	
VENDOR TOTAL *							253,571.25	
0002951 8211521-00 8211521-00 1421394-00	00	CENTRAL STATES GROUP PI4642 PI4643 PI4856	00	07/14/2021	051-5105-502.50-35 051-5105-502.60-79 051-5105-502.50-35	PO NUM 056664 PO NUM 056664 PO NUM 056705	1,009.01 26.75 754.76	
VENDOR TOTAL *							1,790.52	
0002675 4027216169 4027216223 4027219747	00	CENTURYLINK 0721PI4873 0721PI4874 0721PI4875	00	07/14/2021	051-5001-922.50-53 051-5001-922.50-53 051-5001-922.50-53	PO NUM 054848 PO NUM 054848 PO NUM 054848	108.52 105.21 60.08	
VENDOR TOTAL *							273.81	
0001024 661780-001 667066-001	00	CHRISTENSEN LUMBER INC PI4827 PI4829	00	07/14/2021	051-0000-154.00-00 051-0000-154.00-00	PO NUM 056347 PO NUM 056674	565.73 975.84	
VENDOR TOTAL *							1,541.57	
9999999 000082085	00	CLARK, KRIS J UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	131.57	
VENDOR TOTAL *							131.57	
0004027 9347111628 9347111628 9347111628 9347111628	00	CLEMENT COMMUNICATIONS INC PI4820 PI4821 PI4822 PI4823	00	07/14/2021	051-5001-940.50-35 051-5001-940.60-79 051-5105-502.50-35 055-7105-502.50-35	PO NUM 056797 PO NUM 056797 PO NUM 056797 PO NUM 056797	213.24 104.81 213.25 213.24	
VENDOR TOTAL *							744.54	
0005328 14863684	00	CONCENTRA HEALTH SERVICES INC PI4705	00	07/14/2021	051-5001-926.60-61	PO NUM 056613	250.00	
VENDOR TOTAL *							250.00	
0005100 646787 JUN 21	00	COTTONWOOD WIND PROJECT LLC	00	07/14/2021	051-5105-555.50-00	MWh wind energy	EFT:	238,762.83
VENDOR TOTAL *							.00	238,762.83
0004480	00	CSI SOUTH SIDE PRESS						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004480 26852	00	CSI SOUTH SIDE PRESS PI4846	00	07/14/2021	051-5001-903.50-31	PO NUM 056235	1,098.14	
VENDOR TOTAL *							1,098.14	
0001643 1005857 1006245 1005164	00	CULLIGAN OF OMAHA PI4840 PI4841 PI4872	00	07/14/2021 07/14/2021 07/14/2021	055-7105-502.50-95 055-7105-502.60-76 055-7105-502.50-95	PO NUM 054813 PO NUM 054813 PO NUM 054813	39.25 26.00 46.50	
VENDOR TOTAL *							111.75	
0003185 BFPB002860621	00	DEPARTMENT OF ENERGY	00	07/14/2021	051-5105-555.50-00	June 2021 WAPA Hydro Power Purchase	EFT:	46,088.35
VENDOR TOTAL *							.00	46,088.35
0005277 GB201008 #13	00	DICON CORPORATION PI4859	00	07/14/2021	051-5001-950.80-50	PO NUM 054249 Muni Building Elevator Addition	42,702.49	CCR 2020-110
VENDOR TOTAL *							42,702.49	
0001313 131632 131634	00	DILLON CHEVROLET FREMONT INC, SID PI4626 PI4650	00	07/14/2021 07/14/2021	053-6205-583.50-48 053-6205-583.50-48	PO NUM 054747 PO NUM 056737	231.38 347.11	
VENDOR TOTAL *							578.49	
0004098 9M140/06282021	00	DILLON FORD INC, SID - WAHOO PI4765	00	07/14/2021	055-7001-950.80-50	PO NUM 055420 2021 Ford Super Duty	32,840.00	CCR 2020-253
VENDOR TOTAL *							32,840.00	
0001072 1519078 SWR TRK	00	DODGE COUNTY TREASURER	00	07/14/2021	055-7001-950.80-50	Title/Tires '21 Ford Trk	15.00	
VENDOR TOTAL *							15.00	
9999999 000080325	00	DURAN MORAN, ARACELI UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	34.99	
VENDOR TOTAL *							34.99	
0004605 52217939	00	DXP ENTERPRISES INC PI4754	00	07/14/2021	051-0000-153.00-00	PO NUM 056077	EFT:	183.18
VENDOR TOTAL *							.00	183.18
9999999 000053849	00	DYE, BARBARA J UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	107.00	
VENDOR TOTAL *							107.00	
0004158 156538	00	E & A CONSULTING GROUP INC PI4625	00	07/14/2021	053-6205-583.60-57	PO NUM 046992	1,279.25	
VENDOR TOTAL *							1,279.25	
0002959 338072A 336545A	00	EGAN SUPPLY CO PI4623 PI4655	00	07/14/2021 07/14/2021	051-0000-154.00-00 051-0000-154.00-00	PO NUM 056678 PO NUM 056414	85.39 90.22	



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DEPARTMENT OF UTILITIES

VEND NO	SEQ#	VENDOR NAME								EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK		HAND- ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT		AMOUNT
<hr/>										
0002959	00	EGAN SUPPLY CO								
							VENDOR TOTAL *	175.61		
0005155	00	EHPV OPERATING GROUP LLC (BIG RED)								
0002B 062821		PI4724		00	07/14/2021	051-5001-903.20-29	PO NUM 054740	11.91		
0084B 062821		PI4725		00	07/14/2021	051-5001-903.20-29	PO NUM 054740	11.91		
0185B 062921		PI4758		00	07/14/2021	051-5001-903.20-29	PO NUM 054740	11.91		
0207A 062921		PI4759		00	07/14/2021	051-5001-903.20-29	PO NUM 054740	16.24		
0035B 062421		PI4692		00	07/14/2021	051-5105-502.20-29	PO NUM 054740	14.71		
0040B 062421		PI4693		00	07/14/2021	051-5105-502.20-29	PO NUM 054740	14.71		
0111 062521		PI4726		00	07/14/2021	051-5205-580.20-29	PO NUM 054740	11.91		
0113 062521		PI4727		00	07/14/2021	051-5205-580.20-29	PO NUM 054740	14.07		
0115 062521		PI4728		00	07/14/2021	051-5205-580.20-29	PO NUM 054740	15.00		
0116 062521		PI4729		00	07/14/2021	051-5205-580.20-29	PO NUM 054740	15.00		
0118 062521		PI4730		00	07/14/2021	051-5205-580.20-29	PO NUM 054740	11.91		
							VENDOR TOTAL *	149.28		
0004551	00	ELEMETAL FABRICATION LLC								
20740		PI4630		00	07/14/2021	051-5205-580.50-35	PO NUM 054762	EFT:		247.81
20761		PI4763		00	07/14/2021	051-5205-580.60-61	PO NUM 054762	EFT:		36.29
20873		PI4817		00	07/14/2021	051-5205-580.60-61	PO NUM 056783	EFT:		325.45
20905		PI4818		00	07/14/2021	051-5205-580.60-61	PO NUM 056784	EFT:		406.65
							VENDOR TOTAL *	.00		1,016.20
0003735	00	ELLIOTT EQUIPMENT CO								
162327		PI4641		00	07/14/2021	055-7205-583.50-35	PO NUM 056639	452.53		
162513		PI4707		00	07/14/2021	055-7205-583.50-35	PO NUM 056639	560.41		
162513		PI4708		00	07/14/2021	055-7205-583.60-79	PO NUM 056639	24.80		
							VENDOR TOTAL *	1,037.74		
0003916	00	ENVIRONMENTAL SOLUTIONS INC								
13355		PI4644		00	07/14/2021	051-5105-502.60-61	PO NUM 056697	3,497.25		
							VENDOR TOTAL *	3,497.25		
0002050	00	FASTENAL CO								
NEFRE183805		PI4720		00	07/14/2021	051-0000-154.00-00	PO NUM 056622	EFT:		463.72
NEFRE184322		PI4828		00	07/14/2021	051-0000-154.00-00	PO NUM 056622	EFT:		124.49
NEFRE184076		PI4628		00	07/14/2021	051-5001-940.50-35	PO NUM 054748	EFT:		182.24
NEFRE184103		PI4731		00	07/14/2021	051-5001-940.50-35	PO NUM 054748	EFT:		161.04
NEFRE184109		PI4732		00	07/14/2021	051-5001-940.50-35	PO NUM 054748	EFT:		76.23
NEFRE183926		PI4627		00	07/14/2021	051-5105-502.50-35	PO NUM 054748	EFT:		248.91
NEFRE184157		PI4733		00	07/14/2021	053-6105-502.50-35	PO NUM 054748	EFT:		38.01
							VENDOR TOTAL *	.00		1,294.64
0004993	00	FIKES COMMERCIAL HYGIENE LLC								
34496		PI4699		00	07/14/2021	051-5001-932.60-61	PO NUM 054780	EFT:		164.78
							VENDOR TOTAL *	.00		164.78
0004503	00	FLAGSHOOTER INC								
120107991		PI4850		00	07/14/2021	053-6205-583.50-35	PO NUM 056680	381.10		

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004503	00	FLAGSHOOTER INC						
120107991		PI4851	00	07/14/2021	053-6205-583.60-79	PO NUM 056680	53.94	
120107990		PI4852	00	07/14/2021	055-7205-583.50-35	PO NUM 056681	381.10	
120107990		PI4853	00	07/14/2021	055-7205-583.60-79	PO NUM 056681	53.94	
120108018		PI4848	00	07/14/2021	057-8205-870.50-35	PO NUM 056649	4,173.50	
120108018		PI4849	00	07/14/2021	057-8205-870.60-79	PO NUM 056649	225.22	
VENDOR TOTAL *							5,268.80	
0004833	00	FREMONT AREA UNITED WAY						
JUN21 CARESHARE			00	07/14/2021	055-0000-242.02-00	June 2021 Care & Share	EFT:	498.34
VENDOR TOTAL *							.00	498.34
9999999	00	FREMONT AREA UNITED WAY						
000081959		UT	00	07/14/2021	051-0000-143.00-00	Deposit Refund	200.00	
VENDOR TOTAL *							200.00	
0001131	00	FREMONT TRIBUNE						
981465		PI4839	00	07/14/2021	051-5105-502.60-78	PO NUM 054771	118.84	
VENDOR TOTAL *							118.84	
0002924	00	FREMONT WASTE TRANSFER						
00658464			00	07/14/2021	051-5205-580.50-49		76.86	
VENDOR TOTAL *							76.86	
0001132	00	FREMONT WINNELSON CO						
362683 01		PI4716	00	07/14/2021	055-0000-154.00-00	PO NUM 056375	135.25	
362882 01		PI4629	00	07/14/2021	055-7105-502.50-35	PO NUM 054749	161.62	
362683 01		PI4740	00	07/14/2021	055-7105-502.50-35	PO NUM 056375	107.69	
VENDOR TOTAL *							404.56	
9999999	00	GARCIA GUTIERRES, JUANA						
000073611		UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	8.52	
VENDOR TOTAL *							8.52	
0005211	00	GE STEAM POWER INC						
91217609		PI4857	00	07/14/2021	051-0000-153.00-00	PO NUM 056065	EFT:	4,173.00
VENDOR TOTAL *							.00	4,173.00
0001139	00	GERHOLD CONCRETE CO INC						
246509		PI4695	00	07/14/2021	055-7205-583.50-35	PO NUM 054750	239.59	
VENDOR TOTAL *							239.59	
0001445	00	GRAYBAR ELECTRIC CO INC						
9322209851		PI4858	00	07/14/2021	051-0000-153.00-00	PO NUM 056442	EFT:	982.65
9322015740		PI4723	00	07/14/2021	051-5205-580.50-35	PO NUM 054363	EFT:	18,824.10
9322076505		PI4860	00	07/14/2021	051-5205-580.50-35	PO NUM 054333	EFT:	79,862.66
9322142678		PI4861	00	07/14/2021	051-5205-580.50-35	PO NUM 054333	EFT:	91,776.04
VENDOR TOTAL *							.00	191,445.45
9999999	00	GRONENTHAL, JOESPH L						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
9999999 000083365	00	GRONENTHAL, JOESPH L UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	119.42	
						VENDOR TOTAL *	119.42	
0004011 7367	00	GURNEY & ASSOCIATES INC, BERT PI4701	00	07/14/2021	055-7105-502.50-35	PO NUM 055726	1,781.00	
						VENDOR TOTAL *	1,781.00	
0003155 12525534	00	HACH COMPANY PI4767	00	07/14/2021	051-5105-502.50-52	PO NUM 056655	88.06	
						VENDOR TOTAL *	88.06	
0005324 FR1369 FR1369	00	HANSEN TIRE & TRUCK REPAIR LLC PI4632 PI4633	00	07/14/2021 07/14/2021	051-5001-932.50-48 051-5001-932.60-59	PO NUM 055661 PO NUM 055661	2.11 20.00	
						VENDOR TOTAL *	22.11	
9999999 000079325	00	HATCHER, ROBIN E UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	163.29	
						VENDOR TOTAL *	163.29	
9999999 000023037	00	HAVEKOST, MARJORIE UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	386.13	
						VENDOR TOTAL *	386.13	
0004469 485045	00	HAYES MECHANICAL PI4637	00	07/14/2021	051-5105-502.60-61	PO NUM 056608	1,481.04	
						VENDOR TOTAL *	1,481.04	
0001868 314902	00	HOTSY EQUIPMENT CO PI4830	00	07/14/2021	051-0000-153.00-00	PO NUM 056765	EFT:	564.59
						VENDOR TOTAL *	.00	564.59
0001922 63886FS 63886FS	00	HYDRAULIC EQUIPMENT SERVICE INC PI4712 PI4713	00	07/14/2021 07/14/2021	051-5205-580.50-48 051-5205-580.60-59	PO NUM 056757 PO NUM 056757	1,108.76 833.75	
						VENDOR TOTAL *	1,942.51	
0003483 462005	00	INTERSTATE CHEMICAL CO INC PI4631	00	07/14/2021	051-5105-502.50-52	PO NUM 055409	3,737.51	
						VENDOR TOTAL *	3,737.51	
0003074 20210610 20210624 567 - 063021 1110 - 063021 1110 - 063021 567 - 063021 567 - 063021	00	JACKSON SERVICES INC PR0610 PR0624	00	07/14/2021 07/14/2021 07/14/2021 07/14/2021 07/14/2021 07/14/2021 07/14/2021	051-0000-241.00-00 051-0000-241.00-00 051-5001-940.20-29 051-5001-932.50-46 051-5001-940.50-46 051-5105-502.50-46 051-5105-502.20-29	PAYROLL SUMMARY PAYROLL SUMMARY June Uniforms/Whse June Mats/Mops/Towels June Mats/Mops/Towels June Mops June Uniforms	EFT: EFT: EFT: EFT: EFT: EFT: EFT:	135.52 135.52 68.86 345.99 713.34 32.08 822.56

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0003074	00	JACKSON SERVICES INC						
1110 - 063021			00	07/14/2021	051-5105-502.50-46	June Mats	EFT:	462.96
567 - 063021			00	07/14/2021	051-5205-580.20-29	June Uniforms/Elect Distr	EFT:	1,355.88
567 - 063021			00	07/14/2021	051-5205-580.20-29	June Uniforms/Engineers	EFT:	57.52
567 - 063021			00	07/14/2021	053-6205-583.20-29	June Uniforms	EFT:	609.14
567 - 063021			00	07/14/2021	055-7105-502.20-29	June Uniforms	EFT:	200.22
1110 - 063021			00	07/14/2021	055-7105-502.50-46	June Mats/Mops	EFT:	110.14
567 - 063021			00	07/14/2021	057-8205-870.20-29	June Uniforms	EFT:	778.32
						VENDOR TOTAL *	.00	5,828.05
0004450	00	JK ENERGY CONSULTING LLC						
1661		PI4824	00	07/14/2021	051-5001-919.60-61	PO NUM 056803	3,000.00	
						VENDOR TOTAL *	3,000.00	
0005157	00	JOHNSON CONTROLS INC						
1-105495881779		PI4689	00	07/14/2021	051-0000-153.00-00	PO NUM 056665	210.79	
						VENDOR TOTAL *	210.79	
9999999	00	JOHNSON, CHAD T						
000081215		UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	94.65	
						VENDOR TOTAL *	94.65	
0005320	00	KIDWELL INC						
179174		PI4638	00	07/14/2021	051-5001-922.60-65	PO NUM 056616	1,155.60	
						VENDOR TOTAL *	1,155.60	
0005321	00	KOPEYS FIRE EXTINGUISHER SERVICE						
062821 WHSE		PI4770	00	07/14/2021	051-5001-940.60-61	PO NUM 056781	31.56	
						VENDOR TOTAL *	31.56	
0000724	00	LAYNE CHRISTENSEN COMPANY						
2035273		PI4670	00	07/14/2021	051-5105-502.60-59	PO NUM 056458 clean and repair circ well #8	EFT:	25,311.55
2035273		PI4671	00	07/14/2021	051-5105-502.60-59	PO NUM 056458	EFT:	12,539.27
2035273		PI4672	00	07/14/2021	051-5105-502.60-76	PO NUM 056458	EFT:	2,116.06
						VENDOR TOTAL *	.00	39,966.88
0002654	00	LEAGUE ASSN OF RISK MANAGEMENT						
102438		PI4825	00	07/14/2021	051-5001-919.60-63	PO NUM 056813	149.00	
						VENDOR TOTAL *	149.00	
9999999	00	LINDSEY, ELIZABETH A						
000066653		UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	36.44	
						VENDOR TOTAL *	36.44	
0002052	00	MATHESON LINWELD						
51823256		PI4831	00	07/14/2021	051-5001-940.60-76	PO NUM 054755	EFT:	89.56
0023753446		PI4700	00	07/14/2021	051-5105-502.50-35	PO NUM 055562	EFT:	304.15
0023771424		PI4762	00	07/14/2021	051-5105-502.50-35	PO NUM 054755	EFT:	68.29
0023825696		PI4844	00	07/14/2021	051-5105-502.50-35	PO NUM 055562	EFT:	263.59
51825798		PI4845	00	07/14/2021	051-5105-502.60-76	PO NUM 055562	EFT:	69.02

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0002052	00	MATHESON LINWELD						
51818640		PI4862	00	07/14/2021	051-5105-502.60-76	PO NUM 054755	EFT:	118.77
51823256		PI4832	00	07/14/2021	051-5205-580.60-76	PO NUM 054755	EFT:	128.39
51823256		PI4833	00	07/14/2021	057-8205-870.60-76	PO NUM 054755	EFT:	65.16
VENDOR TOTAL *							.00	1,106.93
0000667	00	MCMASTER-CARR SUPPLY CO						
60058659		PI4677	00	07/14/2021	051-5105-502.50-35	PO NUM 056690	256.03	
60058659		PI4678	00	07/14/2021	051-5105-502.60-79	PO NUM 056690	47.58	
60058659		PI4679	00	07/14/2021	051-5105-502.60-79	PO NUM 056690	25.00	
60212585		PI4683	00	07/14/2021	051-5105-502.50-40	PO NUM 056713	293.41	
60519917		PI4747	00	07/14/2021	051-5105-502.50-40	PO NUM 056743	35.48	
60519917		PI4748	00	07/14/2021	051-5105-502.60-79	PO NUM 056743	10.41	
VENDOR TOTAL *							667.91	
9999999	00	MCPHERSON, CHEYANNE						
000074653		UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	110.34	
VENDOR TOTAL *							110.34	
0004500	00	MECHANICAL DYNAMICS & ANALYSIS LLC						
639894		PI4688	00	07/14/2021	051-0000-153.00-00	PO NUM 056456 CAM SHAFT BEARING AND ROLLER	EFT:	16,638.50
639902		PI4718	00	07/14/2021	051-0000-153.00-00	PO NUM 056456 CV STEMS AND SV HEAD GASKETS	EFT:	7,842.28
VENDOR TOTAL *							.00	24,480.78
0001229	00	MENARDS - FREMONT						
12959		PI4788	00	07/14/2021	051-0000-154.00-00	PO NUM 056794	46.93	
12539		PI4661	00	07/14/2021	051-5001-940.50-35	PO NUM 054758	121.09	
12959		PI4819	00	07/14/2021	051-5001-940.50-35	PO NUM 056794	114.13	
13037		PI4837	00	07/14/2021	051-5001-932.50-35	PO NUM 054758	22.92	
13037		PI4838	00	07/14/2021	051-5001-940.50-35	PO NUM 054758	110.11	
11951		PI4675	00	07/14/2021	051-5105-502.50-35	PO NUM 056667	1,764.79	
11951		PI4676	00	07/14/2021	051-5105-502.60-79	PO NUM 056667	85.28	
12698		PI4734	00	07/14/2021	051-5105-502.50-35	PO NUM 054758	17.09	
12981		PI4795	00	07/14/2021	051-5105-502.50-35	PO NUM 054758	53.48	
13001		PI4835	00	07/14/2021	051-5105-502.50-35	PO NUM 054758	34.03	
13034		PI4836	00	07/14/2021	051-5105-502.50-35	PO NUM 054758	40.06	
12694		PI4834	00	07/14/2021	051-5205-580.50-35	PO NUM 054758	52.55	
12280		PI4660	00	07/14/2021	053-6205-583.50-35	PO NUM 054758	50.65	
12588		PI4697	00	07/14/2021	055-7105-502.50-35	PO NUM 054758	215.68	
12903		PI4794	00	07/14/2021	057-8205-870.50-35	PO NUM 054758	63.85	
VENDOR TOTAL *							2,792.64	
0004795	00	METERING & TECHNOLOGY SOLUTIONS						
19754		PI4745	00	07/14/2021	053-6205-583.50-35	PO NUM 056703	1,016.50	
19754		PI4746	00	07/14/2021	053-6205-583.60-79	PO NUM 056703	26.75	
VENDOR TOTAL *							1,043.25	
0003008	00	MIDWEST LABORATORIES INC						
1047342		PI4863	00	07/14/2021	055-7105-502.60-54	PO NUM 054759	170.00	
VENDOR TOTAL *							170.00	
0005238	00	MIDWEST PETROLEUM EQUIPMENT LLC						

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0005238 10689 10689	00	MIDWEST PETROLEUM EQUIPMENT LLC PI4815 PI4816	00	07/14/2021 07/14/2021	051-5001-940.50-35 051-5001-940.60-61	PO NUM 056782 PO NUM 056782	601.08 500.00	
						VENDOR TOTAL *	1,101.08	
9999999 000003983	00	MILES, NANCY UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	1.15	
						VENDOR TOTAL *	1.15	
9999999 000001741	00	MORGAN, KATHY UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	153.00	
						VENDOR TOTAL *	153.00	
0001486 NE01-565106	00	MOTION INDUSTRIES INC PI4691	00	07/14/2021	055-0000-154.00-00	PO NUM 056739	92.33	
						VENDOR TOTAL *	92.33	
0002985 23243004 23601324 23601334 25007414 24459054 25007404 23601334 26133174 26686414 25007604	00	MSC INDUSTRIAL SUPPLY CO INC PI4656 PI4658 PI4659 PI4721 PI4755 PI4756 PI4686 PI4812 PI4813 PI4749	00	07/14/2021 07/14/2021 07/14/2021 07/14/2021 07/14/2021 07/14/2021 07/14/2021 07/14/2021 07/14/2021 07/14/2021 07/14/2021	051-0000-154.00-00 051-0000-154.00-00 051-0000-154.00-00 051-0000-153.00-00 051-0000-154.00-00 051-0000-153.00-00 051-5001-940.50-35 051-5001-940.50-35 051-5001-940.50-35 051-5105-502.50-35	PO NUM 056696 PO NUM 056731 PO NUM 056731 PO NUM 056742 PO NUM 056620 PO NUM 056742 PO NUM 056731 PO NUM 056751 PO NUM 056751 PO NUM 056745	EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT:	248.19 45.62 258.06 114.66 302.25 229.32 96.62 55.60 100.41 54.56
						VENDOR TOTAL *	.00	1,505.29
9999999 000083267	00	MURAD, ALY M UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	61.69	
						VENDOR TOTAL *	61.69	
0005235 ACC-21-0502	00	NAVAJO TRANSITIONAL ENERGY CO*WIRE* 00	00	07/14/2021	051-0000-152.00-00	6/18/21	225,814.90	coal purchase
						VENDOR TOTAL *	225,814.90	
0001958 540319	00	NEBR PUBLIC HEALTH ENVIRONMENTAL PI4736	00	07/14/2021	053-6105-502.60-54	PO NUM 054856	EFT:	1,675.00
						VENDOR TOTAL *	.00	1,675.00
0003053 000000241 000058067 000081959	00	NEBRASKA HEALTH & HUMAN SERV-LIHEAP UT UT UT	00	07/14/2021 07/14/2021 07/14/2021	051-0000-143.00-00 051-0000-143.00-00 051-0000-143.00-00	Energy Assistance Refund Energy Assistance Refund Energy Assistance Refund	906.36 688.97 138.13	
						VENDOR TOTAL *	1,733.46	
0001473 CUI0941408	00	NMC INC PI4771	00	07/14/2021	051-0000-153.00-00	PO NUM 056526	288.89	

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0001473 CUI0941408	00	NMC INC PI4776	00	07/14/2021	051-5105-502.50-48	PO NUM 056526	3,576.09	
						VENDOR TOTAL *	3,864.98	
0002054 212917	00	NORTHWEST ELECTRIC LLC PI4706	00	07/14/2021	051-5105-502.50-35	PO NUM 056635	440.54	
						VENDOR TOTAL *	440.54	
0005298 CD20006448 CD20006406	00	NOVASPECT INC PI4653 PI4654	00	07/14/2021 07/14/2021	051-0000-153.00-00 051-0000-153.00-00	PO NUM 055816 PO NUM 056365	9,249.19 1,075.39	
						VENDOR TOTAL *	10,324.58	
0001020 0397-425322 0397-427157 0397-427451 0397-428806	00	O'REILLY AUTOMOTIVE INC PI4662 PI4864 PI4865 PI4773	00	07/14/2021 07/14/2021 07/14/2021 07/14/2021	051-5001-940.50-35 051-5001-940.50-35 051-5001-940.50-35 055-7105-502.50-35	PO NUM 054760 PO NUM 054760 PO NUM 054760 PO NUM 054760	228.70 120.55 107.00 35.97	
						VENDOR TOTAL *	492.22	
9999999 000081195	00	OLSON, DANIEL J UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	165.44	
						VENDOR TOTAL *	165.44	
0003743 390848	00	OLSSON PI4777	00	07/14/2021	053-6205-583.60-57	PO NUM 056581 Cedar Bluffs Water Main Engineering Council approved contract 2-9-2021	35,410.00	
						VENDOR TOTAL *	35,410.00	
0004671 1060138	00	ONE CALL CONCEPTS INC PI4798	00	07/14/2021	051-5001-940.60-61	PO NUM 054819	611.98	
						VENDOR TOTAL *	611.98	
0001268 123967 123923	00	P & H ELECTRIC INC PI4715 PI4663	00	07/14/2021 07/14/2021	051-5105-502.50-35 053-6105-502.50-35	PO NUM 056767 PO NUM 054761	288.55 193.71	
						VENDOR TOTAL *	482.26	
9999999 000080659	00	PAULY, NICHOLAS W UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	33.92	
						VENDOR TOTAL *	33.92	
0003827 MNCP BLD 062821 ASH PD 062821 CMBT TUR 062821 PWR PLT 062921 UTIL BLD 062821 SUB STA 062821 WTR PLT 062821 WWTP 062821	00	PEST PRO'S INC PI4801 PI4789 PI4790 PI4791 PI4792 PI4797 PI4800 PI4799	00	07/14/2021 07/14/2021 07/14/2021 07/14/2021 07/14/2021 07/14/2021 07/14/2021 07/14/2021	051-5001-932.60-61 051-5105-502.60-61 051-5105-502.60-61 051-5105-502.60-61 051-5105-502.50-35 051-5205-580.60-61 053-6105-502.60-61 055-7105-502.60-61	PO NUM 055059 PO NUM 054736 PO NUM 054736 PO NUM 054736 PO NUM 054736 PO NUM 054818 PO NUM 054847 PO NUM 054820	48.15 52.43 58.85 90.95 73.83 209.41 74.90 140.00	

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0003827	00	PEST PRO'S INC						
						VENDOR TOTAL *	748.52	
0005318	00	PETE LIEN & SONS INC						
21POS/063446			00	07/14/2021	051-0000-158.02-00	6/24/21	EFT:	5,029.17
21POS/066284			00	07/14/2021	051-0000-158.02-00	6/30/21	EFT:	4,612.13
						VENDOR TOTAL *	.00	9,641.30
0002622	00	PITNEY BOWES INC						
1018328827		PI4685	00	07/14/2021	051-5001-903.60-65	PO NUM 056727	150.00	
						VENDOR TOTAL *	150.00	
9999999	00	PORTER, HOLLY M						
000068233		UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	37.71	
						VENDOR TOTAL *	37.71	
0004740	00	PREMIER STAFFING INC						
16405		PI4698	00	07/14/2021	051-5001-926.60-61	PO NUM 054773	320.00	
16408		PI4704	00	07/14/2021	051-5001-903.60-61	PO NUM 056389	177.98	
						VENDOR TOTAL *	497.98	
0004696	00	PRIME COMMUNICATIONS INC						
67545		PI4847	00	07/14/2021	051-5001-932.50-35	PO NUM 056366	2,513.58	
68056		PI4854	00	07/14/2021	051-5001-932.50-35	PO NUM 056699	582.85	
68056		PI4855	00	07/14/2021	051-5001-932.60-61	PO NUM 056699	764.49	
						VENDOR TOTAL *	3,860.92	
0005202	00	PUBLIC ENERGY AUTHORITY OF KY*WIRE*						
2106BP2018B			00	07/14/2021	057-8205-807.50-02	June 2021	113,400.00	gas purchases
						VENDOR TOTAL *	113,400.00	
9999999	00	RABE, BRITTANY C						
000079905		UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	138.29	
						VENDOR TOTAL *	138.29	
0004413	00	RADWELL INTERNATIONAL INC						
32133100		PI4782	00	07/14/2021	055-7105-502.50-35	PO NUM 056788	371.14	
						VENDOR TOTAL *	371.14	
0004168	00	RAILROAD MANAGEMENT CO III LLC						
441271		PI4842	00	07/14/2021	053-6205-583.60-77	PO NUM 054932	284.85	
441281		PI4843	00	07/14/2021	057-8205-870.60-77	PO NUM 054932	284.85	
						VENDOR TOTAL *	569.70	
0002876	00	RAWHIDE CHEMOIL INC						
205120		PI4750	00	07/14/2021	051-5105-502.50-30	PO NUM 056762	316.04	
						VENDOR TOTAL *	316.04	
0005316	00	REDKOH INDUSTRIES INC						
22387		PI4742	00	07/14/2021	051-5105-502.50-35	PO NUM 056509	7,047.09	



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0005316	00	REDKOH INDUSTRIES INC						
						VENDOR TOTAL *	7,047.09	
0003790	00	RIEKES EQUIPMENT CO						
SWO079980-1		PI4743	00	07/14/2021	051-5001-940.50-48	PO NUM 056644	EFT:	2,536.21
SWO079980-1		PI4744	00	07/14/2021	051-5001-940.60-59	PO NUM 056644	EFT:	8,589.28
						VENDOR TOTAL *	.00	11,125.49
9999999	00	RIVERA CABRERA, YONI E						
000081441		UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	168.31	
						VENDOR TOTAL *	168.31	
9999999	00	ROBINSON, LESLIE & ANNETTE						
000081279		UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	123.70	
						VENDOR TOTAL *	123.70	
0003559	00	S&P GLOBAL RATINGS						
11416587		PI4881	00	07/14/2021	051-5001-928.03-00	PO NUM 056820 Bond ratings on 2021 refundings	EFT:	14,000.00
11416587		PI4882	00	07/14/2021	051-5001-928.03-00	PO NUM 056820	EFT:	4,812.07
11416587		PI4883	00	07/14/2021	055-7001-928.03-00	PO# 056820	EFT:	16,574.93
						VENDOR TOTAL *	.00	35,387.00
0005128	00	SCHLOSSER ENTERPRISES INC						
CLIP13350		PI4804	00	07/14/2021	051-5001-932.60-61	PO NUM 056222	EFT:	90.00
CLIP13350		PI4805	00	07/14/2021	051-5001-940.60-61	PO NUM 056222	EFT:	80.00
CLIP13350		PI4806	00	07/14/2021	051-5105-502.60-61	PO NUM 056222	EFT:	260.00
CLIP13350		PI4807	00	07/14/2021	053-6105-502.60-61	PO NUM 056222	EFT:	370.00
CLIP13350		PI4808	00	07/14/2021	055-7205-583.60-61	PO NUM 056222	EFT:	210.00
CLIP13350		PI4809	00	07/14/2021	057-8205-870.60-61	PO NUM 056222	EFT:	40.00
						VENDOR TOTAL *	.00	1,050.00
9999999	00	SHOCKEY, ALEX A						
000081025		UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	105.05	
						VENDOR TOTAL *	105.05	
0004652	00	SIEMENS INDUSTRY INC						
5700108885		PI4737	00	07/14/2021	051-5205-580.50-35	PO NUM 055203 Substation H Control House CCR 2020-226	EFT:	808,949.40
						VENDOR TOTAL *	.00	808,949.40
0000429	00	SKARSHAUG TESTING LABORATORY INC						
252495		PI4664	00	07/14/2021	051-5205-580.60-61	PO NUM 054776	482.20	
252495		PI4665	00	07/14/2021	051-5205-580.60-79	PO NUM 054776	533.72	
						VENDOR TOTAL *	1,015.92	
0004760	00	SOUTHWEST POWER POOL INC						
TRN20210630FREM			00	07/14/2021	051-5105-555.50-00	June 2021 Transmission	EFT:	36,093.88
						VENDOR TOTAL *	.00	36,093.88
0003923	00	STATE OF NEBRASKA - CELLULAR						
1273756			00	07/14/2021	051-5001-903.50-53	Cellular	EFT:	25.62

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0003923	00	STATE OF NEBRASKA - CELLULAR						
1273756			00	07/14/2021	051-5001-919.50-53	Cellular	EFT:	49.35
1273756			00	07/14/2021	051-5001-922.50-53	Cellular	EFT:	93.35
1273756			00	07/14/2021	051-5001-925.50-53	Cellular	EFT:	86.81
1273756			00	07/14/2021	051-5001-926.50-53	Cellular	EFT:	41.41
1273756			00	07/14/2021	051-5105-502.50-53	Cellular	EFT:	193.32
1273756			00	07/14/2021	051-5205-580.50-53	Engineers Cellular	EFT:	224.45
1273756			00	07/14/2021	051-5205-580.50-53	Elect Distr Cellular	EFT:	298.82
1273756			00	07/14/2021	053-6105-502.50-53	Cellular	EFT:	49.35
1273756			00	07/14/2021	053-6205-583.50-53	Cellular	EFT:	312.86
1273756			00	07/14/2021	055-7105-502.50-53	Cellular	EFT:	24.27
1273756			00	07/14/2021	057-8205-870.50-53	Cellular	EFT:	353.91
						VENDOR TOTAL *	.00	1,753.52
0004882	00	SWANSON FLO CO						
1286066		PI4657	00	07/14/2021	051-0000-153.00-00	PO NUM 056712	439.96	
						VENDOR TOTAL *	439.96	
0004312	00	SYSAID TECHNOLOGIES LTD						
OP-0656225		PI4687	00	07/14/2021	051-5001-922.60-65	PO NUM 056740	1,854.00	
						VENDOR TOTAL *	1,854.00	
0004647	00	T SQUARE SUPPLY LLC						
28493		PI4774	00	07/14/2021	057-8205-870.50-35	PO NUM 054766	69.36	
						VENDOR TOTAL *	69.36	
9999999	00	TEGARDEN, DAVID						
000073963		UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	58.15	
						VENDOR TOTAL *	58.15	
0003149	00	TELEDYNE INSTRUMENTS INC						
P020090142		PI4814	00	07/14/2021	051-5105-502.60-65	PO NUM 056755	EFT:	6,955.00
						VENDOR TOTAL *	.00	6,955.00
0005334	00	TK ELEVATOR CORPORATION						
1000360152		PI4668	00	07/14/2021	051-5001-932.60-65	PO NUM 056055	EFT:	535.74
1000360152		PI4669	00	07/14/2021	051-5105-502.60-65	PO NUM 056055	EFT:	803.55
						VENDOR TOTAL *	.00	1,339.29
9999999	00	TRUNKS N BENCHES LLC						
000079289		UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	471.12	
						VENDOR TOTAL *	471.12	
0001914	00	UNION PACIFIC RAILROAD						
314349642			00	07/14/2021	051-0000-152.00-00	7/03/21 Freight on coal purchases	EFT:	323,693.56
						VENDOR TOTAL *	.00	323,693.56
0000647	00	USABLUBOOK						
639661		PI4778	00	07/14/2021	055-7205-583.50-35	PO NUM 056711	1,123.95	
639661		PI4779	00	07/14/2021	055-7205-583.60-79	PO NUM 056711	14.59	

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0000647	00	USAB						
		BLUEBOOK						
						VENDOR TOTAL *	1,138.54	
0002325	00	VIVAX-METROTECH CORP						
PSI032827		PI4710	00	07/14/2021	057-8205-870.50-35	PO NUM 056722	7,489.14	
PSI032827		PI4711	00	07/14/2021	057-8205-870.60-79	PO NUM 056722	148.52	
						VENDOR TOTAL *	7,637.66	
0003739	00	WALTRON BULL & ROBERTS LLC						
INV14007		PI4684	00	07/14/2021	051-5105-502.50-35	PO NUM 056715	EFT:	2,148.92
						VENDOR TOTAL *	.00	2,148.92
0002894	00	WASTE CONNECTIONS OF NE INC						
5976874		PI4876	00	07/14/2021	051-5001-932.50-49	PO NUM 054858	273.63	
5976874		PI4877	00	07/14/2021	051-5001-940.50-49	PO NUM 054858	553.30	
5976874		PI4878	00	07/14/2021	051-5105-502.50-49	PO NUM 054858	313.38	
5976874		PI4879	00	07/14/2021	055-7105-502.50-49	PO NUM 054858	1,120.55	
						VENDOR TOTAL *	2,260.86	
0004336	00	WATERLINK INC						
30064		PI4803	00	07/14/2021	051-5105-502.50-52	PO NUM 055792	1,289.36	
						VENDOR TOTAL *	1,289.36	
0000482	00	WESCO RECEIVABLES CORP						
724641		PI4690	00	07/14/2021	051-0000-154.00-00	PO NUM 056706	EFT:	984.40
727991		PI4772	00	07/14/2021	051-0000-154.00-00	PO NUM 056777	EFT:	473.48
						VENDOR TOTAL *	.00	1,457.88
0004342	00	WIESE PLUMBING & EXCAVATING INC						
15805		PI4673	00	07/14/2021	051-5205-580.60-58	PO NUM 056597	7,185.00	
						VENDOR TOTAL *	7,185.00	
0004135	00	WINDOW PRO INC						
48613		PI4666	00	07/14/2021	051-5001-932.60-61	PO NUM 055108	EFT:	107.00
48614		PI4667	00	07/14/2021	051-5001-932.60-61	PO NUM 055108	EFT:	836.74
						VENDOR TOTAL *	.00	943.74
0005059	00	WINN-MARION BARBER LLC						
3299964		PI4719	00	07/14/2021	051-0000-153.00-00	PO NUM 056463	EFT:	2,765.90
3297653/3299225		PI4775	00	07/14/2021	051-5105-502.60-79	PO NUM 056463	EFT:	275.23
						VENDOR TOTAL *	.00	3,041.13
9999999	00	WINTER, WHITTNEY A						
000080557		UT	00	07/14/2021	051-0000-143.00-00	MANUAL CHECK	150.82	
						VENDOR TOTAL *	150.82	
9999999	00	ZAHOUREK, JIM						
062921		ZAHOUREK	00	07/14/2021	051-5105-548.50-04	Jim Zahourek/5 Panels	504.00	
						VENDOR TOTAL *	504.00	

-----									
VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
-----									
9999999	00						EFT/EPAY TOTAL ***		1,940,286.68
							TOTAL EXPENDITURES ****	841,754.32	1,940,286.68
						GRAND TOTAL	*****		2,782,041.00

## STAFF REPORT

**TO:** Honorable Mayor and City Council

**FROM:** Jody Sanders, Director of Finance

**DATE:** July 13, 2021

**SUBJECT:** Report of Treasury

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**Recommendation:** Move to receive Report of the Treasury

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**Background:** This statement reports the bank account balances at the end of the prior month, and is available by the first council meeting of each month so it gives the Council up-to-the- month timely information regarding cash reserve balances.

More detailed information regarding the CD and CDAR investments are available on the City's website under Government.

**Fiscal Impact:** As noted in the report. The City's total account balances increased \$870,721 from May, due to June 29, 2021 accounts payable checks still outstanding of \$1,932,658 offset by the clearing of a previously issued check for \$1,357,787, as well as the first payrolls that include the summer temporary workers. The Utility total increased by \$1,438,678, due to June 29, 2021 accounts payable checks still outstanding of \$2,485,146 offset by progress payments on Substation H and coal purchases in June.

Please note at the bottom of the second page that the City has several CDARS investments. The Certificate of Deposit Account Registry Service (**CDARS**) is a program that allows the public to spread money around various banks. The purpose of **CDARS** is to help people who invest in certificate of deposits (CDs) to stay below the Federal Deposit Insurance Corporation (FDIC) insurance limits at any given bank. These are listed separately, as they are exclusively insured separate and apart from FDIC coverage provided at each bank. These investment amounts are not included in the totals on the worksheet.

City of Fremont  
Report of Treasury - Cash and Investment Bank Balances  
June 30, 2021

Account Name	Statement ending balances					
	First National Bank - Fremont	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust
<b>Governmental</b>						
<u>Checking/Money Market</u>						
City Treasurer	\$ 18,140,561					
City Treasurer-M Mkt	\$ 1,560,010					
SID #4	\$ 61,341					
Special Revenue		\$ 189,806				
Infrastructure - Sales Tax						\$ 4,323
Insured M MKT ** -Sales Tax		\$ 6,396,694				
Public Safety - Sales Tax						\$ 946,401
Streets - Sales Tax						\$ 227,694
Streets - M Mkt			\$ 420,267			
Community Development Agy	\$ 1,580,900					
Keno			\$ 579,848			
CDBG Clearing	\$ 3,660					
CDBG Program Income	\$ 80,993					
E911	\$ 215,959					
Drug Task	\$ 25,756					
Employee Benefits			\$ 3,028,529			
Total Checking/Money Market	\$ 21,669,182	\$ 6,586,500	\$ 4,028,644	\$ -	\$ -	\$ 1,178,417
<u>CD Investments</u>						
General fund	\$ 250,000		\$ 8,225,000	\$ 400,000		
Sales Tax/Infrastructure fund			\$ 1,000,000			
Sales Tax/Streets fund			\$ 500,000			
Sales Tax/LB840 fund			\$ 3,000,000			
Street fund		\$ -	\$ 4,000,000			
KENO fund			\$ 200,000			
Trust Fund	\$ 100,000		\$ 487,345			
E911			\$ 200,000	\$ 150,000		
Special assessment Fund			\$ 750,000	\$ 750,000		
Employee Benefits	\$ 1,000,000		\$ 1,000,000	\$ 1,500,000		
Work Comp	\$ 750,000		\$ -			
Total CD Investments	\$ 2,100,000	\$ -	\$ 19,362,345	\$ 2,800,000	\$ -	\$ -
<b>Total Governmental deposits</b>	<b>\$ 23,769,182</b>	<b>\$ 6,586,500</b>	<b>\$ 23,390,989</b>	<b>\$ 2,800,000</b>	<b>\$ -</b>	<b>\$ 1,178,417</b>
					<b>Grand total</b>	<b>\$ 57,725,088</b>

City of Fremont  
Report of Treasury - Cash and Investment Bank Balances  
June 30, 2021

Account Name	Statement ending balances					
	First National Bank - Fremont	First State Bank	Pinnacle Bank of Fremont	Cornerstone Bank, Columbus	NE Land National Bank, North Platte	Nebraska Public Investment Trust
<b>Proprietary Funds</b>						
<u>Checking/Money Market</u>						
Combined Utilities Fund	\$ 16,591,977					
Electric Fund	\$ 608					
Comb Util Funds/Construction	\$ 2,375,945					
Electric Funds						\$ 2,035,091
Water Project Bond Acct	\$ 80,611					
Department of Utilities			\$ 680,579			
Sewer Improvement	\$ 3,393					
Sewer Funds						\$ 315,901
Gas Fund						\$ 760,992
Electric Fund				\$ 150		
Total Checking/Money Market	\$ 19,052,534	\$ -	\$ 680,579	\$ 150	\$ -	\$ 3,111,984
<u>CD Investments</u>						
Electric	\$ 250,000		\$ 14,216,000	\$ 5,722,500		
Water	\$ 175,000		\$ 624,500	\$ 200,000		
Sewer			\$ 250,000	\$ 1,627,500		
Gas			\$ 1,000,000	\$ 2,500,000		
Total CD Investments	\$ 425,000	\$ -	\$ 16,090,500	\$ 10,050,000	\$ -	\$ -
<b>Total Proprietary deposits</b>	\$ 19,477,534	\$ -	\$ 16,771,079	\$ 10,050,150	\$ -	\$ 3,111,984
				<b>Grand total</b>		<b>\$ 49,410,747</b>
<b>Grand total, all funds</b>	<b>\$ 43,246,716</b>	<b>\$ 6,586,500</b>	<b>\$ 40,162,068</b>	<b>\$ 12,850,150</b>	<b>\$ -</b>	<b>\$ 4,290,401</b>
				<b>Grand total</b>		<b>\$ 107,135,835</b>
<b>CITY CDARS CERTIFICATES</b>				\$ -		\$ 2,000,000
<b>DU CDARS CERTIFICATES</b>	\$ -		\$ -		\$ -	\$ 5,000,000



**SPECIAL CITY COUNCIL & REGULAR CITY COUNCIL MEETING MINUTES**  
**June 29, 2021 - 6:00 PM**  
**City Council Chambers 400 East Military, Fremont NE**

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**SPECIAL CITY COUNCIL MEETING MINUTES**

**6:00 PM**

**MEETING CALLED TO ORDER** Mayor Spellerberg called the Special Council Meeting to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

**ROLL CALL** Roll call showed Council Members Gibson, Ellis, Ganem, Yerger, Sookram, Legband, Kuhns, and Jensen present. 8 members present.

1. Biennial Budget Discussion. Motion made by Jensen, Seconded by Legband to receive document into the record titled "Large Capital Projects Prioritized". Voting Yea: Yerger, Ellis, Jensen, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.

**ADJOURNMENT** Motion made by Legband, seconded by Gibson to adjourn; time: 6:35 P.M. Voting Yea: Yerger, Ellis, Gibson, Legband, Ganem, Sookram, Jensen, Kuhns. Motion carried.

**CITY COUNCIL REGULAR MEETING MINUTES**

**7:00 PM**

**MEETING CALLED TO ORDER** Following the Pledge of Allegiance, Mayor Spellerberg called the Council Meeting to order and stated that a copy of the open meeting law is posted continually for public inspection located near the entrance door by the agendas.

**ROLL CALL** Roll call showed Council Members Gibson, Ellis, Ganem, Yerger, Sookram, Legband, Kuhns, and Jensen present. 8 members present.

**MAYOR COMMENTS**

*(There will be no discussion from the Council or the public regarding comments made by the Mayor. Should anyone have questions regarding the comments, please contact the Mayor after the meeting)*

1. Motion to adopt current agenda for the June 29, 2021 Regular Meeting



Motion made by Sookram, Seconded by Legband to adopt current agenda for the June 29, 2021 Regular Meeting. Voting Yea: Yerger, Ellis, Jensen, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.

### **PUBLIC HEARINGS:**

2. Resolution 2021-086 for a Class D Liquor License for Mama Chenchu Tienda Y Panaderia, LLC dba Mama Chenchu Tienda Y Panaderia, 25 W. 6th Street  
Mayor Spellerberg opened the public hearing. Mayor Spellerberg closed the public hearing after receiving comments from the public. Motion made by Yerger, seconded by Jensen to amend the whereas statement of the resolution to read: The City of Fremont hereby recommends approval of the above identified liquor license application conditioned on the requisite corrections to the State application. Voting Yea: Yerger, Ellis, Jensen, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried. Motion made by Gibson, Seconded by Ganem to approve Resolution 2021-086 as amended. Voting Yea: Yerger, Ellis, Jensen, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.

**CONSENT AGENDA:** All items in the consent agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately. Motion made by Yerger, seconded by Jensen to approve consent agenda items 3-4, 7 and 10. Voting Yea: Yerger, Ellis, Jensen, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.

3. Motion to approve June 9, 2021 through June 29, 2021 claims and authorize checks to be drawn on the proper accounts
4. Dispense with and approve June 8, 2021 Regular City Council and June 10, 2021 Special City Council Meeting Minutes
5. Motion authorizing Mayor to sign agreements with Capital City Concepts for the wage and benefit studies for all union positions (FOP, IAFF, AFSCME, and IBEW). Motion made by Jensen, Seconded by Sookram to authorize the Mayor to sign the agreement with Capital City Concepts in the amounts of \$24,600 and \$27,400. Motion made by Yerger, seconded by Ellis to amend the motion to read: Motion to authorize the Mayor to sign agreement with Capital City Concepts for the wage and benefit studies for all union positions (FOP, IAFF, AFSCME, and IBEW) in the amount of \$24,600 and \$27,400. Voting Yea: Yerger, Ellis, Kuhns, Ganem Voting Nay: Jensen, Legband, Sookram, Gibson. Motion failed. Mayor Spellerberg called for a vote on the initial written motion. Voting Yea: Ellis, Jensen, Legband, Kuhns, Sookram, Ganem, Gibson Voting Nay: Yerger. Motion carried.
6. Motion authorizing the Mayor to sign the renewal of the ChargePoint Master Services and Subscription Agreement for 5-year term for the electric vehicle charging stations. Motion made by Jensen, Seconded by Ganem to authorize the Mayor to sign the renewal of the ChargePoint Master Services and Subscription Agreement for 5-year term for the electric vehicle charging stations. Motion made by Yerger, seconded by Ellis to amend the motion to read: Motion to authorize the Mayor to sign the renewal of the ChargePoint Master Services and Subscription Agreement for 5-year term for the electric vehicle charging stations in the amount of \$9,408. Voting Yea: Yerger, Ellis, Ganem, Legband, Jensen, Sookram Voting Nay: Kuhns, Gibson. Motion carried. Mayor Spellerberg called for a vote

on the initial written motion as amended. Voting Yea: Ellis, Jensen, Legband, Kuhns, Sookram, Ganem, Gibson, Yerger. Motion carried.

7. Resolution 2021-087 authorizing the Mayor to sign a letter of support for Stanton Tower's Designated Elderly status
8. Motion authorizing Mayor to sign interlocal agreement for office space with the Northeast Nebraska Economic Development District. Motion made by Jensen, Seconded by Kuhns to authorize Mayor to sign interlocal agreement for office space with the Northeast Nebraska Economic Development District. Voting Yea: Yerger, Ellis, Jensen, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.
9. Motion authorizing the City Clerk to issue Special Designated License for Churchills the Cigar Bar (coincides with John C. Fremont Days). Motion made by Kuhns, Seconded by Legband to authorize the City Clerk to issue Special Designated License for Churchills the Cigar Bar. Voting Yea: Yerger, Ellis, Jensen, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.
10. Resolution 2021-090 approving the renewal of the City's Crime policy with Travelers Casualty and Surety Company of America for a three-year term of July 1, 2021 to July 1, 2024.

**UNFINISHED BUSINESS:** Requires individual associated action

11. Motion authorizing City staff to sign amendment to the Wholestone Wastewater Services Agreement. Motion made by Jensen, seconded by Gibson to authorize City staff to sign amendment to the Wholestone Wastewater Services Agreement. Motion made by Yerger, seconded by Ellis to amend the motion to read: Motion authorizing Mayor to sign amendment to the Wholestone Wastewater Services Agreement for Phase 2 in the amount of \$10,000,000. Voting Yea: Ellis, Jensen, Legband, Kuhns, Sookram, Ganem, Gibson, Yerger. Motion carried. Motion made by Ganem, seconded by Gibson to authorize the Mayor to sign amendment to the Wholestone Wastewater Services Agreement for Phase 2 in the amount of \$10,000,000. Voting Yea: Yerger, Ellis, Jensen, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.

**NEW BUSINESS:** Requires individual associated action

12. Resolution 2021-088 authorizing City staff to sign an agreement with Extreme Precision Industrial Contractors for Unit 8 Air Preheater Repair at the Lon D. Wright, Power Plant Motion made by Yerger, Seconded by Legband to approve Resolution 2021-088. Voting Yea: Yerger, Ellis, Jensen, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.
13. Resolution 2021-089 authorizing Mayor to sign agreement for use of City property by Nick's Street Eats for food cart operation. Motion made by Ganem, seconded by Jensen to approve Resolution 2021-089 authorizing Mayor to sign agreement for use of City property by Nick's Street Eats for food cart operation. Voting Yea: Yerger, Ellis, Jensen, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.
14. Council Member Yerger item - Receive / discuss the May FurEver Home Animal Sheltering Report. Motion made by Yerger, Seconded by Legband to receive the May FurEver Home Animal Sheltering Report. Voting Yea: Yerger, Ellis, Jensen, Legband,

Kuhns, Sookram, Ganem, Gibson. Motion carried.

15. Ordinance 5577 pertaining to pay plan for the Department of Utilities (request to suspend rules and move to final reading). Motion made by Yerger, Seconded by Legband to hold first reading of Ordinance 5577. Voting Yea: Yerger, Ellis, Jensen, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried. City Clerk provided first reading of the Ordinance. Motion made by Jensen, Seconded by Kuhns to suspend the rules and move to final reading of the Ordinance. Voting Yea: Yerger, Ellis, Jensen, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried. City Clerk provided final reading of the Ordinance. Mayor Spellerberg called for a final vote on the Ordinance. Voting Yea: Yerger, Ellis, Jensen, Legband, Kuhns, Sookram, Ganem, Gibson. Ordinance 5577 is approved.
16. Motion to authorize City staff to sign Programmatic Agreement with United States Army Corps of Engineers and the Nebraska State Historic Preservation Office as a project cooperating sponsor for nonstructural flood assistance grant. Motion made by Gibson, Seconded by Legband to approve City staff to sign Programmatic Agreement with United States Army Corps of Engineers and the Nebraska State Historic Preservation Office as a project cooperating sponsor for nonstructural flood assistance grant. Voting Yea: Yerger, Ellis, Jensen, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.
17. Council Member Ellis item - Ordinance 5578 restricting parking near mailboxes Motion made by Yerger, Seconded by Kuhns to hold first reading of Ordinance 5578. Voting Yea: Yerger, Ellis, Jensen, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried. City Clerk provided first reading of the Ordinance.
18. Motion to accept proposal of Paymentus Corporation and authorize the Mayor to sign Master Services Agreement. Motion made by Jensen, Seconded by Kuhns to accept the proposal and authorize the Mayor to sign the Master Services Agreement. Voting Yea: Yerger, Ellis, Jensen, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.
19. Resolution 2021-091 to affirm the City Administrator's emergency declaration for the repairs to the transmission system on Luther Road and the Highway 30 crossing and authorize staff to issue purchase orders and sign required documents for the expenditures . Motion made by Yerger, Seconded by Ellis to approve Resolution 2021-091 without the 3rd whereas statement. Voting Yea: Yerger, Ellis, Legband, Kuhns, Sookram, Ganem, Gibson Voting Nay: Jensen. Motion carried. Motion made by Yerger, Seconded by Legband to approve Resolution 2021-091 as amended. Voting Yea: Yerger, Ellis, Jensen, Legband, Kuhns, Sookram, Ganem, Gibson. Motion carried.

**ADJOURNMENT** Motion made by Legband, seconded by Gibson to adjourn; time: 9:09 P.M. Voting Yea: Yerger, Ellis, Gibson, Legband, Ganem, Sookram, Jensen, Kuhns. Motion carried.

Agenda posted at the Municipal Building on June 23, 2021 and online at [www.fremontne.gov](http://www.fremontne.gov). Agenda distributed to the Mayor and City Council on June 23, 2021. This meeting is preceded by publicized notice in the Fremont Tribune on the last Thursday of the preceding month and the agenda, including any notice of study session or public hearing, is displayed in the Municipal Building and is open to the public. The official current copy is available at City Hall, 400 East Military, City Clerk's Office. The City Council reserves the right to go into Executive Session at any time. A copy of the Open Meeting Law is posted in the City Council Chambers for review by the public. The City of Fremont reserves the right to adjust the order of items on the agenda.

APPROVED AND ACCEPTED AS THE OFFICIAL COPY OF THE FREMONT, NEBRASKA  
Community Development Agency & Regular City Council Meeting Minutes FOR THE June 29,  
2021.

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Tyler Ficken, City Clerk

Joey Spellerberg, Mayor

## **STAFF REPORT**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: July 13, 2021

SUBJECT: Opera House Summer Event – Class of 1971 50<sup>th</sup> Class reunion and car show

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Recommendation: Approve Resolution 2021-093

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### **Background:**

- (1) This Resolution authorizes the Mayor to sign a Parking Lot Agreement for exclusive use of a City parking lot as outlined below:

City owned parking lot directly north of the Opera House on August 21, 2021 from 10:00 a.m. to 11:00 p.m.

The applicant will provide proof of insurance according to the agreement (at least 3 days prior to the event).

- (2) The Resolution authorizes the City Clerk to execute Special Designated License local recommendation forms (SDL) for this event. The event will be monitored for compliance with all rules and regulations.

## **PARKING LOT AGREEMENT**

This Parking Lot Agreement (Agreement) is made and entered into on the 13<sup>th</sup> day of July 2021, by and between the City of Fremont (Owner) and 1971 Class Reunion Committee (Lessee) (collectively Parties).

### **1. RECITALS**

1.1. Licensee wishes to lease public parking lots from Owner for the following purpose(s):

1.1.1. 1971 Class Reunion and car show, and

1.2. Owner is willing to lease the following parking lot:

1.2.1. City parking lot directly north of the Opera House on August 21, 2021 from 10:00 a.m. to 11:00 p.m., and;

1.3. Therefore, in consideration of the foregoing recitals and of the mutual covenants, terms, conditions and remuneration herein provided, and the rights and obligations created hereunder, the Parties agree as follows:

### **2. DEFINITIONS**

2.1. For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given herein, unless more specifically defined within a specific Article or Section of this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

2.2. Parking space: means a space authorized for public parking on a public street or in a public parking lot.

2.3. Owner's Facilities: means all public streets or public parking lots owned by the City.

### **3. SCOPE**

3.1. Grant of Lease. Subject to the provisions of this Agreement, Owner hereby grants to Lessee a lease authorizing the use of Owner's facilities to Lessee for the purpose(s) stated above.

3.2. No Interference With Core Utility Service Requirements. Nothing contained in this Agreement shall limit Owner's right to use its facilities to fulfill its own public service and safety requirements consistent with its obligations under relevant law.

## Exhibit A

3.3. Access to Right-of-Way. Owner shall grant Lessee nondiscriminatory access to its rights-of-way. This obligation extends to rights-of-way Owner owns and/or has the right to authorize the use by the Lessee. For rights-of-way to which Owner does not have the right to authorize the use by the Lessee, Lessee shall obtain such consent as is necessary from the owner of the right-of-way.

### 4. TERM

4.1. This Agreement shall continue in force and effect for the period of August 21, 2021 from 10:00 a.m. to 11:00 p.m. The agreement may be terminated by either party for cause at anytime upon 10-day written notice to the notice to the other party. The Lessee shall have a 10-day grace period to cure the cause of the default. If the cause is not cured to the satisfaction of the Owner within the grace period, the agreement shall terminate 10-days thereafter.

### 5. FEES

5.1. Daily Rental Fee. Lessee shall pay a fee of \$1.00 per day leased.

5.2. Billing. Owner shall issue an invoice to Lessee for parking space fees, specifying the number of days on which Owner seeks payment.

### 6. ASSIGNMENT OF RIGHTS

6.1. Lessee may not assign or transfer this Agreement unless approved in writing by the Owner.

### 7. INDEMNIFICATION

7.1. Damage. Lessee agrees to take reasonable care to avoid damaging Owner's Facilities and property of others.

7.1.1. Lessee agrees to reimburse Owner for all reasonable costs incurred by Owner for the physical repair of damage to Owner's Facilities caused by Lessee's negligence.

7.2. Personal Injury and Property Claims. Lessee agrees to indemnify and hold harmless for any and all claims made against the Owner, including attorney fees, as a result of Lessee's use of the Owner's Facilities and parking space(s).

### 8. INSURANCE

8.1. Insurance. Lessee shall carry insurance to protect the Parties hereto from and against any claims, demands, actions, judgements, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The amount of such insurance against liability due to damage to property shall be no less than \$1,000,000.00 as to any one accident

## Exhibit A

and \$2,000,000.00 in aggregate; and against liability due to injury to or death of persons no less than \$1,000,000.00 as to any one person and \$1,000,000.00 to any one accident, and shall list the Lessor as additionally insured. Lessee shall also carry Workmen's Compensation insurance as required by applicable Nebraska Statutes. Lessee shall provide certificates of insurance to the Owner verifying the coverages required under this agreement and that it will not cancel or change any such policy except after thirty days notice to the Owner. The certificate(s) of insurance shall be provided to the Owner no later than three (3) business days prior to the event.

### 9. APPLICABLE LAW

9.1. The provisions of this Agreement are subject to the laws of the State of Nebraska.

### 10. HEADINGS

10.1. The headings in this Agreement are inserted for convenience of reference only and shall in no way be considered in the interpretation of this Agreement.

**Lessee:**\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

**Owner - City of Fremont**

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_



**RESOLUTION NO. 2021-093**

**A Resolution of the City Council of the City of Fremont Nebraska, authorizing agreement for use of City owned parking lot and authorizing the City Clerk to sign Special Designated License form**

**Whereas**, 1971 Class Reunion Committee has requested the closure of the City parking lot directly north of the Opera House on August 21, 2021 from 10:00 a.m. to 11:00 p.m.; and

**Whereas**, 1971 Class Reunion Committee has requested that Special Designated License forms for the aforementioned events be authorized.

**Whereas**, the requestor will provide insurance as outlined in the Parking Lot Agreement; and

**NOW THEREFORE BE IT RESOLVED**, that the Mayor and City Council approve 1971 Class Reunion Committee to use the aforementioned location during the provided dates and times for 1971 Class Reunion and car show event and (1) authorize the Mayor to sign Parking Lot Agreement (Exhibit A), and (2) authorize the City Clerk to Sign Special Designated License forms for the event.

PASSED AND APPROVED THIS 13<sup>th</sup> DAY OF JULY, 2021.

\_\_\_\_\_  
JOEY SPELLERBERG, MAYOR

ATTEST:

\_\_\_\_\_  
TYLER FICKEN, CITY CLERK

## STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: July 13, 2021

SUBJECT: Cement/Asphalt/Excavate Work License Application(s)

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Recommendation: Motion to approve the Cement/Asphalt/Excavate worker license application(s) as presented subject to fulfillment of all licensing requirements

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**Background:** Cement/Asphalt/Excavate workers are required to apply for their first license with the City Council as there is not an examination given. There is no need to reapply with the City Council as long as the applicant keeps their license in force every year. Licensed cement/asphalt/excavate workers have a 60-day grace period to renew their license after April 1<sup>st</sup> of every year.

<u>Business</u>	<u>Applicant</u>	<u>Type</u>
Concrete Modality	Terry Menzel	Cement Work
Zarate Construction	Maria Cano	Cement Work



## LICENSE APPLICATION

Position	Fee	Bond	Term
FMC 10-322 Cement Work/Asphalt/Excavate	20.00	5,000.00	April 1st to April 1st of each year
FMC 10-315 House Mover	25.00	5,000.00	April 1st to April 1st of each year

TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as fmc 10-322 Cement worker.

License should be issued to Zarate Construction

License shall be used by applicant as the sole owner of business, which will be conducted under the name of

Maria Cano at 11701 Bauman Ave Omaha NE 68164

(If applicant is not sole owner, set out the other owners: \_\_\_\_\_)

Applicant telephone number at place of business or where can be reached 402.215.4362

To enable the Mayor and Council to determine whether an applicant possesses the necessary qualifications to obtain said license, applicant, under oath does hereby state:

I have had 1 years of practical experience in this type of work at the following places (Cover the last five years)

Maria Cano has 1 year of experience but workers have 20 years of cement paving.

I have the following technical education: General Contractor. IN BUSINESS.

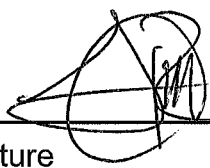
I give you the following references: \_\_\_\_\_

Lance Bliss 402.290.1694, Jim Posey 402.660.9700

Applicant agrees to comply with all licensing requirements should Council approve this application. Applicant agrees to comply with and is willing to be governed, in all respects, by the ordinances and laws now in effect or to be hereafter adopted by the City of Fremont.

**IMPORTANT!** After obtaining your license, please go to the 3<sup>rd</sup> floor of Municipal Building to obtain the rules and regulations concerning concrete work.

Dated 7-7-21

Signature 

CITY OF  
**FREMONT**  
NEBRASKA PATHFINDERS

LICENSE APPLICATION

Position	Fee	Bond	Term
FMC 10-322 Cement Work/Asphalt/Excavate	20.00	5,000.00	April 1st to April 1st of each year
FMC 10-315 House Mover	25.00	5,000.00	April 1st to April 1st of each year

TO THE FREMONT MAYOR AND COUNCIL:

The undersigned does hereby make application for license as Concrete Modality

License should be issued to Terry Menzel

License shall be used by applicant as the sole owner of business, which will be conducted under the name of

Terry Menzel at Concrete Modality

(If applicant is not sole owner, set out the other owners: \_\_\_\_\_)

Applicant telephone number at place of business or where can be reached 402-672-3471

To enable the Mayor and Council to determine whether an applicant possesses the necessary qualifications to obtain said license, applicant, under oath does hereby state:

I have had 28 years of practical experience in this type of work at the following places (Cover the last five years)

Cement Masons Local #538 402-333-7921  
AST certification

I have the following technical education: K-12

I give you the following references: Carlos Poinas Manager 531 329 9207  
Felipe Omaha Concrete Design 402 319 2100

Applicant agrees to comply with all licensing requirements should Council approve this application. Applicant agrees to comply with and is willing to be governed, in all respects, by the ordinances and laws now in effect or to be hereafter adopted by the City of Fremont.

**IMPORTANT!** After obtaining your license, please go to the 3<sup>rd</sup> floor of Municipal Building to obtain the rules and regulations concerning concrete work.

Dated 7-6-21

[Signature]  
Signature

## STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: July 13, 2021

SUBJECT: Appointments to Airport Advisory Committee

Recommendation: Motion to approve the recommendation of the Mayor to reappoint Bill Dugan and Eric Johnson to terms ending June 2024.
---

Background: Appointments to the Airport Advisory Committee are for three-year terms.

## STAFF REPORT

**TO:** Honorable Mayor and City Council

**FROM:** Dave Goedeken, Public Works Director/City Engineer

**DATE:** July 13, 2021

**SUBJECT:** 2021 MS4 Program Support Services Amendment No. 1 with Felsburg Holt and Ullevig (FHU).

<b>Recommendation:</b>	Motion to authorize Mayor to sign Amendment No. 1 for the MS4 Program Support Agreement for an amount not to exceed \$17,675.00
------------------------	---

### Background:

The City of Fremont has a Municipal Separate Storm Sewer System Program (MS4). As part of the program the City is responsible to the Environmental Protection Agency (EPA) for certain conditions relating to our physical field program and public outreach and records system. The program is quite complex and continually changing and progressing. The City has entered into an Interlocal Agreement with the Nebraska H2O Stormwater Communities (other Nebraska Cities of 10,000 or greater population) for the development of a uniform Stormwater Management Program. The City has engaged the services of FHU for the development of an overall Stormwater Management Program.

After internally assessing Fremont's program and providing guidance for compliance with Nebraska Department of Environment and Energy (NDEE) and EPA requirements, additional tasks were introduced for the year. The proposed Amendment No. 1 between the City of Fremont and FHU for the services required to comply with the NPDES Municipal Stormwater Permit, Fremont Stormwater Management Program and deliverables of the City Policies and Ordinances. These services will consist of completion of the Municipal Good Housekeeping/Pollution Prevention document, training on Fremont Facility Runoff Control Plan (FRCP) quarterly inspections, and assistance on the Post-Construction Stormwater.

This item was approved by the Utilities and Infrastructure Board at their June 29, 2021 meeting by a 3:0 vote.

### Fiscal Impact:

This work will be billed on a per hourly fee basis not to exceed \$17,675.00.



June 7, 2021

Mr. Dave Goedeken, Public Works Director  
City of Fremont  
400 E. Military Ave.  
Fremont, NE 68310

RE: 2021 MS4 Program Support Services On-Call Amendment Request #1

Dear Mr. Goedeken,

FHU has been providing MS4 Program Support Services through a Professional Services Agreement approved by the Fremont City Council on December 30<sup>th</sup>, 2020 for an amount not to exceed \$34,471.00. In consultation with Fremont staff, additional MS4 Support Services tasks have been identified. These services are intended to provide knowledgeable and responsive guidance for compliance with the NPDES Municipal Stormwater Permit and the Fremont Storm Water Management Program implementation requirements. This Amendment letter proposal summarizes our understanding of services which will be provided under this on-call work order amendment from the City of Fremont.

**Task 1: Construction Stormwater Program Training (No Update)**

**Task 2 (Update): Municipal Good Housekeeping/Pollution Prevention (GHPP) Program Document**

FHU will lead the completion of a Municipal Good Housekeeping/Pollution Prevention (GHPP) document for the City to adopt and apply. FHU has compiled all required elements as a draft GHPP document including: Definitions, contacts and assigned responsibilities, Municipal Facility screening procedures and inventory, Facility Runoff Control Plan (FRCP) procedures, municipal sweeping policy and procedures, storm drain inlet and catch basin maintenance policy and procedures, reporting and record keeping, public education and staff training, maps and forms. The final GHPP Plan will be provided to the City and include as supporting documentation for their SWMP.

**Task 3 (Update): Facility Runoff Control Plan (FRCP) Inspection Walk-Through Training for Fremont Utilities Department**

Based on a Facility Runoff Control Plan (FRCP) completed for the Fremont Utilities Department maintenance Facility, FHU will provide the City with the following:

- One (1) Facility Runoff Control Plan (FRCP) Quarterly Inspection Walk-Through Training for selected Fremont Utilities Department staff with an orientation of the FRCP Document, accompanying site maps, inspection forms, and recommended BMPs to reflect current facility usage.

**Task 4: Good Housekeeping & Pollution Prevention Program Training (No Update)**

**Task 5: MS4 Annual Reporting Support (No Update)**

**Task 6 (Update): Monthly Progress Meetings**

FHU will facilitate monthly production meetings with the City of Fremont. Each meeting will have an agenda. A summary of action items from each production meeting will be provided. Production meetings are scheduled to occur the second Friday of each month. Meeting location (face-to-face or conference call), agenda, and attendees will be determined in advance between Veronica Trujillo and J.B. Dixon.

Monthly progress reports will be provided with each invoice. Monthly invoices will include the production meeting summary with task progress and action items summarized.

Task meeting discussions will be scheduled with the City of Fremont on an as-needed basis. Agendas for each meeting may include multiple deliverables or discussions. Task meeting agendas will be provided in advance and list all meeting objectives and talking points to be covered. Task meeting minutes/summaries will include the following: action items, due dates, responsible person(s), and any items that may necessitate change in scope will be clearly listed.

### **Task 7 (New): Post-Construction Stormwater Ordinance & Program Training Instruction**

FHU will assist Fremont staff with the drafting of a Post-Construction Stormwater Ordinance for adoption by the Fremont City Council. Ordinance language will be based on policies and procedures included in Chapter 9 of the City of Fremont Drainage Criteria Manual. A review of other portions of City Code will be reviewed for any other needed updates and references. FHU will also assist in the preparation of presentation material for a training course that is expected to last up to three hours per session. FHU will then assist in providing course instruction for two training course sessions taking place on separate days in Fremont, Nebraska. Course facilities, notifications, and any certifications for attendance will be arranged by the City of Fremont.

The City will provide FHU with available records and documents relevant to each task as needed. For documentation that is not readily available, the City will authorize FHU to conduct a records review at Nebraska Department of Environment and Energy (NDEE). FHU will not consult with the NPDES permitting authority on any matter pertaining specifically to the Fremont stormwater permit or management program without the consent of the City.

### **Fee Estimate**

We propose to conduct these services on a "time and materials" basis. Under such an agreement, we are compensated on an hourly basis for all labor and other direct costs are reimbursed at a rate of 1.1 times actual cost. Our 2021 standard hourly billing rates for personnel and expenses are attached. The 2021 MS4 Program Support Services On-Call was originally approved with a fee of \$34,471.00. This maximum amended budget is established not to exceed \$52,146.00 without prior written agreement by the City.

### **Project Schedule**

J.B. Dixon will continue to serve as the Project Manager for all professional services and technical assistance provided under this amended MS4 Program Support Services contract. The proposed amended Support Services will be completed at a schedule to be established by the City. FHU anticipates that this amended On-Call contract will begin upon acceptance by the City, concluding September 30, 2021 to coincide with the City's budget schedule.

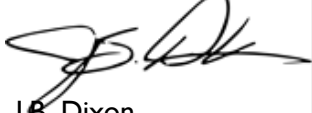


June 7, 2021  
Mr. Dave Goedeken  
Page 3

If the conditions of this amendment proposal are acceptable to you, please sign below as well as the Standard Provisions for this Letter Agreement. Please return a copy for our files and retain a copy for your records. If you have any questions, please contact me directly at 402-438-7530 or [jb.dixon@fhueng.com](mailto:jb.dixon@fhueng.com).

Sincerely,

**FELSBURG HOLT & ULLEVIG**



J.B. Dixon  
Environmental Scientist



Dave Lampe, P.E.  
Principal

Attachment

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Accepted By

---

Title

---

Date

**Attachment A  
FEE PROPOSAL**

**2021 MS4 Program Support Services - Amendment #1**

City of Fremont, Nebraska



	Principal I	Eng V	Env Sci III	Env Sci II	Admin	Hours	Total
	\$220	\$175	\$130	\$115	\$90	Subtotal	Cost
Task 1	0.5	2	40	0	0	42.5	\$5,660
Task 2	0.5	4	80	0	6	90.5	\$11,750
Task 3	0.5	1	28	4	0	35.5	\$4,385
Task 4	1	4	48	0	0	53	\$7,160
Task 5	0	2	30	0	0	32	\$4,250
Task 6	1	2	42	0	0	45	\$6,030
Task 7	4	20	60	0	0	84	\$12,180
<b>SUB-TOTAL LABOR HOURS:</b>	<b>7.5</b>	<b>35</b>	<b>328</b>	<b>4</b>	<b>6</b>	<b>298.5</b>	
<b>LABOR COST:</b>							
							\$51,415
<b>EXPENSES:</b>							
							\$731
<b>TOTAL PROJECT:</b>							
							<b>\$52,146</b>

<b>EXPENSES</b>		
	<b>Quantity</b>	<b>Rate</b>
Reproduction		\$200
Vehicle Usage*	900	\$0.59
<b>TOTAL</b>		<b>\$731</b>

\*Assumes up to 8 roundtrips from Lincoln to conduct inspections and attend meetings.

\*Scheduling assumes missed calls, follow-up calls, and coordination with facility management.



## 2021 Rate Sheet

The following hourly billing rates apply to all “Time and Materials” contracts.

### Staff Rates

Principal III .....	\$270
Principal II .....	\$240
Principal I .....	\$220
Associate.....	\$210
Sr. Bridge Engineer .....	\$195
Bridge Engineer V .....	\$175
Bridge Engineer IV .....	\$155
Bridge Engineer III.....	\$130
Bridge Engineer II.....	\$115
Bridge Engineer I .....	\$110
Sr. Engineer .....	\$195
Engineer V .....	\$175
Engineer IV .....	\$155
Engineer III.....	\$130
Engineer II.....	\$115
Engineer I .....	\$105
Sr. Environmental Scientist/Planner.....	\$190
Environmental Scientist/Planner V.....	\$175
Environmental Scientist/Planner IV.....	\$155
Environmental Scientist/Planner III .....	\$130
Environmental Scientist/Planner II .....	\$115
Environmental Scientist/Planner I.....	\$105
GIS Manager.....	\$170
GIS Specialist IV.....	\$155
GIS Specialist III.....	\$130
GIS Specialist II .....	\$115
GIS Specialist I .....	\$105
Sr. Transportation Planner .....	\$190
Transportation Planner V.....	\$170
Transportation Planner IV .....	\$155
Transportation Planner III.....	\$130
Transportation Planner II.....	\$115
Transportation Planner I .....	\$105
Lead ITS Specialist .....	\$200
CADD Manager .....	\$190
Sr. Bridge Designer.....	\$185
Lead Designer.....	\$180
Sr. Designer/Project Technician.....	\$160
Designer V/Project Technician V.....	\$145
Designer IV/Project Technician IV.....	\$135
Designer III/Project Technician III.....	\$115
Designer II/Project Technician II.....	\$100
Designer I/Project Technician I .....	\$90

Sr. Construction Technician .....	\$140
Construction Technician V.....	\$130
Construction Technician IV .....	\$115
Construction Technician III.....	\$100
Construction Technician II .....	\$90
Construction Technician I.....	\$75
Intern I.....	\$55
Graphic Design Manager.....	\$150
Graphic Design Specialist V.....	\$140
Graphic Design Specialist IV.....	\$135
Graphic Design Specialist III.....	\$120
Graphic Design Specialist II .....	\$105
Graphic Design Specialist I .....	\$90
Marketing Manager .....	\$150
Marketing Specialist.....	\$115
Systems Administrator .....	\$120
Sr. Administrative Assistant .....	\$115
Administrative. ....	\$90

### Other Direct Costs

#### Plots

Bond.....	\$0.31/sq ft
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#### Prints

Black and White.....	\$0.12/print
Color .....	\$0.19/print

#### Presentation Boards

Bond Foam Core Mounted .....	\$1.51/sq ft
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#### Travel

Mileage.....	\$0.575/Mile
	(or current allowable Federal rate)
Truck (Construction) .....	\$45.00/day
Parking.....	Actual Costs
Lodging/Airfare.....	Actual Costs

#### Other Miscellaneous Costs

Courier/Postage .....	Actual Costs
Per Diem.....	Actual Costs
Subconsultants/Vendors.....	Actual Costs

Other direct costs are reimbursed at a rate of 1.1 times the rates above and/or actual costs.

# Letter Agreement Standard Provisions

## A. SERVICES BY THE CONSULTANT

The **CONSULTANT** agrees to perform all services, hereunder, using reasonable skill and judgment in accordance with applicable professional standards. **CONSULTANT** agrees to keep the **CLIENT** informed on its progress through periodic reports, and to maintain accurate records relating to its services for this project.

The **CONSULTANT** agrees to provide, directly or by association with such other Consultants or Contractors as it may deem necessary to further the interest of the **CLIENT**, the basic services as described in the Scope of Work provided in the signed Letter Proposal or Letter Agreement.

## B. RESPONSIBILITIES OF THE CLIENT

The **CLIENT** shall provide and make available to the **CONSULTANT**, for his use, all maps, property descriptions, surveys, previous reports, historical data, and other information within its knowledge and possession relative to the services to be furnished hereunder. Data so furnished to the **CONSULTANT** shall remain the property of the **CLIENT** and will be returned upon completion of its services.

The **CLIENT** shall make provisions for the **CONSULTANT** to enter upon public and private properties as required for the **CONSULTANT** to perform its services hereunder.

## C. EXTRA WORK

The **CLIENT** may desire to have the **CONSULTANT** perform work or render services other than those provided in Scope of Work. This will be Extra Work. Work shall not proceed until so authorized by the **CLIENT**. Payment for all work under this Agreement shall be on an hourly basis plus expenses in accordance with the attached rate schedule. Charges for outside services, expenses, and subconsultant work will be billed at 1.10 times the invoice amount.

## D. TIME OF BEGINNING AND COMPLETION

Execution of the Letter Proposal is authorization by the **CLIENT** for the **CONSULTANT** to proceed with the work (Time of Beginning). The original Time of Completion is as noted in the Letter Agreement.

## E. PAYMENT

Unless otherwise provided herein, **CONSULTANT** shall submit monthly invoices for Basic, Additional or Special Services and for Reimbursable Expenses each month for work that has been performed. If hourly, invoices will be based on labor and expenses incurred. If lump sum, invoices will be based on the percentage of work completed.

Payments not made within 60 days of the billing date shall bear interest at the rate of 1% per month which is an annual interest rate of 12%. If any portion of, or an entire account remains unpaid 90 days after billing, the **CLIENT** shall pay all costs of collection, including reasonable attorney's fees.

## F. DELAYS

If the **CONSULTANT** is delayed at any time in the progress of work by any act or neglect of the **CLIENT** or its agents, employees or contractors, or by changes in the work, or by

extended reviews by the **CLIENT**, fire, unavoidable casualties, or by any causes beyond the **CONSULTANT'S** control, the time schedule shall be extended for a reasonable length of time, and **CONSULTANT'S** compensation may be subject to renegotiation for increased expenses due to escalation of prices, extended services, rework, and/or other expenses incidental to such delays.

## G. OWNERSHIP OF DOCUMENTS

All drawings, specifications, reports, records, and other work products developed by the **CONSULTANT** associated with this project are instruments of service for this project only and shall remain the property of the **CONSULTANT** whether the project is completed or not. The **CONSULTANT** shall furnish originals or copies of such work product to the **CLIENT** in accordance with the services required hereunder. Reuse of any of the work product of the **CONSULTANT** by the **CLIENT** on an extension of this project or on any other project without the written permission of the **CONSULTANT** shall be at the **CLIENT'S** risk and the **CLIENT** agrees to defend, indemnify, and hold harmless the **CONSULTANT** from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse by the **CLIENT** or by others acting through the **CLIENT**. Any reuse or adaptation of the **CONSULTANT'S** work product shall entitle the **CONSULTANT** to equitable compensation.

## H. INSURANCE

During the course of the services, the **CONSULTANT** shall maintain Workmen's Compensation Insurance in accordance with the Workmen's Compensation laws of the State of Colorado; Professional Liability Insurance with a minimum coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate; Automobile Liability with a combined single limit coverage of \$1,000,000; and Commercial General Liability of \$1,000,000 per occurrence, \$2,000,000 aggregate. Upon request, the **CONSULTANT** shall provide certificates of insurance to the **CLIENT** indicating compliance with this paragraph.

## I. TERMINATION

Either the **CLIENT** or the **CONSULTANT** may terminate this Agreement at any time with or without cause upon giving the other party fourteen (14) calendar days prior written notice. The **CLIENT** shall within sixty (60) calendar days of termination pay the **CONSULTANT** for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

## J. DISPUTES

Any claim, dispute, or other matter in question between the **CLIENT** and the **CONSULTANT**, arising out of or relating to either's obligations to the other under this Agreement, shall, if possible, be resolved by negotiation between the **CLIENT'S** representative and the **CONSULTANT** Principal-in-Charge for the Project. **CLIENT** and **CONSULTANT** each commit to seeking resolution of such matters in an amicable, professional, and expeditious manner. If a matter cannot be resolved by these parties, no later than thirty (30) calendar days after either party submits an issue in writing for resolution,

representatives from executive management of the **CLIENT** and **CONSULTANT** shall attempt to resolve the matter through additional good faith negotiations. If resolution cannot be reached within an additional thirty (30) calendar days, the **CLIENT** and **CONSULTANT** agree that all such unresolved disputes shall be submitted to nonbinding mediation.

Pending final resolution of the dispute, the **CONSULTANT** shall proceed diligently with the performance of the Basic Services as described in Article A, as directed by the **CLIENT**, and the **CLIENT** shall continue to pay the undisputed payments due to the **CONSULTANT** for such services in accordance with the payment provisions of this Agreement.

#### **K. GOVERNING LAW**

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the law of the State of Colorado.

#### **L. SUCCESSORS AND ASSIGNS**

The **CLIENT** and the **CONSULTANT** each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party with respect to all covenants of this Agreement. Neither party shall assign or transfer its interest in this Agreement without the written consent of the other.

#### **M. EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations and representations. Nothing herein shall be deemed to create any contractual relationship between the **CONSULTANT** and any other consulting business, or contractor, or material supplier on the project, nor obligate it to furnish any notices required under other such contracts, nor shall anything herein be deemed to give anyone not a party to this Agreement any right of action against a party which does not otherwise exist without regard to this Agreement.

#### **N. NOTICES**

All notices and instructions given by either party to the other shall be in writing, and shall be deemed to be properly served if delivered to the address of record shown below, or if deposited in the United States Mail properly stamped with the required postage and addressed to such party at the address in the Letter Proposal or Letter Agreement. The date of service of a notice sent by mail shall be deemed to be the day following the date on which said notice is so deposited. Either party hereto shall have the right to change its address by giving the other party written notice thereof.

#### **O. ACCURACY OF SERVICES AND LIMITATION OF LIABILITY**

The **CONSULTANT** shall use reasonable professional skill and judgment in providing the services, hereunder, but does not warrant that such services are without errors and/or omissions. If, during the authorized use and prudent interpretation of documents or advice furnished by the **CONSULTANT**, an error or omission is discovered within a reasonable time, the **CONSULTANT** shall be responsible for correction of any work which must be removed or altered to meet the project requirements, provided the **CONSULTANT** is given a

reasonable opportunity to make remedial recommendations and to correct or arrange for the correction of the work itself. The **CONSULTANT** will not be liable for the cost of procurement of work or services performed in correcting such errors and/or omissions where such work or services result in a value to the Project over and above that which the original work or services provided.

In providing opinions of probable construction cost, the **CLIENT** understands that the **CONSULTANT** has no control over costs or the price of labor, equipment, or materials, or the Contractor's method of pricing, and that the opinions of probable construction costs provided herein are to be made based on the **CONSULTANT'S** qualifications, and experience. The **CONSULTANT** makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

The **CONSULTANT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CLIENT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CONSULTANT'S** negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the **CONSULTANT** is legally liable.

The **CLIENT** agrees, to the fullest extent permitted by law, to indemnify and hold the **CONSULTANT** harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the **CLIENT'S** negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the **CLIENT** is legally liable, and arising from the project that is the subject of this Agreement. **CLIENT'S** amount of indemnity or costs incurred in providing the indemnity shall be limited to the same amount as the **CONSULTANT'S** liability is listed below.

As negotiated as a part of this Agreement, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the **CONSULTANT** and the **CONSULTANT'S** officers, directors, partners, employees, agents and subconsultants, to the **CLIENT** and anyone claiming by, through or under the **CLIENT**, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the **CONSULTANT** or the **CONSULTANT'S** officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total amount of \$100,000.

Upon execution of the Letter Agreement or Letter Proposal, the **CLIENT** thereby agrees to the terms of these Special Provisions.

## **STAFF REPORT**

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: July 13, 2021

SUBJECT: MainStreet of Fremont – Summer Fest event street closure request

---

Recommendation: Motion to approve Resolution 2021-094

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Background: MainStreet of Fremont has requested the closure of Main Street from 3<sup>rd</sup> to 6<sup>th</sup> Street on Saturday July 24, 2021 from 7:00 am to 4:00 pm for the 3<sup>rd</sup> annual Summer Fest formerly known as Crazy Days Sidewalk Sale.



*Board of Directors*

June 28, 2021

*Jill Gossett  
President*

*Nik Beninato  
Vice President*

*Michael  
McDonough  
Secretary*

*Sarah Brandt  
Treasurer*

*Tom Coday*

*Kim Schwartz*

*Kevin Main*

*Kim Schwarz*

*Nichole Owsley*

*Cindy Bojanski*

Fremont City Council  
400 E. Military  
Fremont, NE 68025

Dear Council:

On behalf of MainStreet of Fremont, I am writing to request that the streets from Sixth to Third Street on Main Street be closed on Saturday July 24, 2021 from 7:00 am to 4:00 pm for the Annual Summer Fest Sidewalk Sale in downtown Fremont.

As in years past there will be sale items located in the streets as well as other special activities and events associated with this fun-filled day coordinated by Mainstreet of Fremont.

Please feel free to contact me should you have questions. Thank you for your continued support and commitment to downtown Fremont.

Sincerely,

*Shannon Mullen  
Executive Director*

Shannon Mullen  
Interim Executive Director  
MainStreet of Fremont

Cc: Tyler Ficken, Mayor Joey Spellerberg

## STREET AGREEMENT

This Parking Space Agreement (Agreement) is made and entered into on the 13<sup>th</sup> day of July 2021, by and between the City of Fremont (Owner) and Main Street of Fremont (Lessee) (collectively Parties).

### 1. RECITALS

1.1. Lessee wishes to lease public parking spaces from Owner for the following purpose(s):

1.1.1. Summer Fest Event, and

1.2. Owner is willing to lease the following public parking space(s):

1.2.1. Main Street from 3<sup>rd</sup> to 6<sup>th</sup> Streets on Saturday, July 24, 2021 from 7:00 am to 4:00 pm

1.3. Therefore, in consideration of the foregoing recitals and of the mutual covenants, terms, conditions and remuneration herein provided, and the rights and obligations created hereunder, the Parties agree as follows:

### 2. DEFINITIONS

2.1. For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given herein, unless more specifically defined within a specific Article or Section of this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

2.2. Parking space: means a space authorized for public parking on a public street or in a public parking lot.

2.3. Owner's Facilities: means all public streets or public parking lots owned by the City.

### 3. SCOPE

3.1. Grant of Lease. Subject to the provisions of this Agreement, Owner hereby grants to Lessee a lease authorizing the use of Owner's facilities to Lessee for the purpose(s) stated above.

3.2. No Interference With Core Utility Service Requirements. Nothing contained in this Agreement shall limit Owner's right to use its facilities to fulfill its own public service and safety requirements consistent with its obligations under relevant law.



- 3.3. Access to Right-of-Way. Owner shall grant Lessee nondiscriminatory access to its rights-of-way. This obligation extends to rights-of-way Owner owns and/or has the right to authorize the use by the Lessee. For rights-of-way to which Owner does not have the right to authorize the use by the Lessee, Lessee shall obtain such consent as is necessary from the owner of the right-of-way.

#### **4. TERM**

- 4.1. This Agreement shall continue in force and effect for a period of one day July 24, 2021 from 7:00 am to 4:00 pm. The agreement may be terminated by either party for cause at anytime upon 10-day written notice to the notice to the other party. The Lessee shall have a 10-day grace period to cure the cause of the default. If the cause is not cured to the satisfaction of the Owner within the grace period, the agreement shall terminate 10-days thereafter.

#### **5. FEES**

- 5.1. Daily Rental Fee. Lessee shall pay a fee of \$1.00 per day leased.
- 5.2. Billing. Owner shall issue an invoice to Lessee for parking space fees, specifying the number of days on which Owner seeks payment.

#### **6. ASSIGNMENT OF RIGHTS**

- 6.1. Lessee may not assign or transfer this Agreement unless approved in writing by the Owner.

#### **7. INDEMNIFICATION**

- 7.1. Damage. Lessee agrees to take reasonable care to avoid damaging Owner's Facilities and property of others.
- 7.1.1. Lessee agrees to reimburse Owner for all reasonable costs incurred by Owner for the physical repair of damage to Owner's Facilities caused by Lessee's negligence.
- 7.2. Personal Injury and Property Claims. Lessee agrees to indemnify and hold harmless for any and all claims made against the owner, including attorney fees as a result of lessee's use of the subject space.

#### **8. INSURANCE**

- 8.1. Insurance. Lessee shall carry insurance to protect the Parties hereto from and against any claims, demands, actions, judgements, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The amount of such insurance against liability due to damage to property shall be no less than \$1,000,000.00 as to any one accident and \$1,000,000.00 in aggregate; and against liability due to injury to or death of

persons no less than \$1,000,000.00 as to any one person and \$2,000,000.00 to any one accident. Lessee shall also carry Workmen's Compensation insurance as required by applicable Nebraska Statutes. Lessee shall provide certificates of insurance to the Owner verifying the coverages required under this agreement and that it will not cancel or change any such policy except after thirty days notice to the Owner.

## **9. APPLICABLE LAW**

9.1. The provisions of this Agreement are subject to the laws of the State of Nebraska.

## **10. HEADINGS**

10.1. The headings in this Agreement are inserted for convenience of reference only and shall in no way be considered in the interpretation of this Agreement.

**Lessee:**\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

**Owner - City of Fremont**

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

## RESOLUTION 2021-094

**A Resolution of the City Council of the City of Fremont, Nebraska approving the request of MainStreet Fremont to close Main Street from 3<sup>rd</sup> Street to 6<sup>th</sup> Street for the 2021 Summer Fest event on Saturday July 24, 2020 from 7 a.m. to 4 p.m.**

WHEREAS, MainStreet Fremont has requested to close Main Street from 3<sup>rd</sup> Street to 6<sup>th</sup> Street for their 2021 Summer Fest event on Saturday July 24, 2020 from 7 a.m. to 4 p.m.; and,

WHEREAS, the closing of these streets is necessary for the safe operation of this event; and,

WHEREAS, the \$1,000,000 insurance certificate with the applicant as primary insured and the City of Fremont as additional insured will be required prior to the event.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FREMONT, NEBRASKA to approve the closing of the above listed street(s) on Saturday July 24, 2021 from 7 a.m. to 4 p.m. for the 2021 Summer Fest event and authorizing the Mayor to sign the agreement (Exhibit A).

PASSED AND APPROVED THIS 13TH DAY OF JULY, 2021.

\_\_\_\_\_  
SCOTT GETZSCHMAN, MAYOR

ATTEST:

\_\_\_\_\_  
TYLER FICKEN, CITY CLERK

## STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Tyler Ficken, City Clerk

DATE: July 13, 2021

SUBJECT: 3rd Annual White Light Mile (1-mile road race) – request for street closure

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Recommendation: Approve Resolution 2021-095

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**Background:** This request (attached) is for street closure:

Park Street between 5<sup>th</sup> and 6<sup>th</sup> Streets from 3:00 p.m. to 8:00 p.m. and the course Park and Main Streets between 3<sup>rd</sup> and 6<sup>th</sup> and 6<sup>th</sup> and 3<sup>rd</sup> Streets Between Park and Main Streets from 5:00 p.m. to 8:00 p.m (see attached map).

This is the third year for this event downtown; the event was not held in 2020. Chief Elliott agreed to the closure as long as they use proper barricades and traffic control measures. Staff recommends granting the street closure.

## Road Closure Proposal

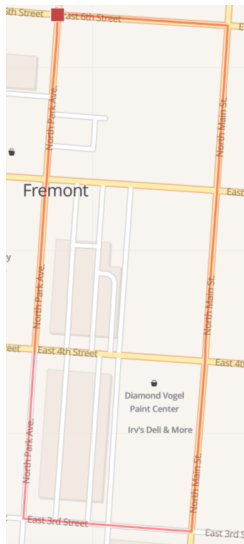
**Submitted by:** Run Nebraska, LLC  
1308 N Broad  
Fremont NE 68025  
402.512.1880  
[info@run-ne.com](mailto:info@run-ne.com)

**Date requested:** Saturday, October 9, 2021

**Time requested:** 3:00 p.m. – 8:00 p.m. (for the section of Park between 5th & 6th Streets); 5:00 p.m. - 8:00 p.m. (for the entirety of the course)

**Purpose:** the 3rd Annual White Light Mile (1-mile road race)

**Location impacted:** Park & Main Streets between 3<sup>rd</sup> & 6<sup>th</sup> and 6<sup>th</sup> & 3<sup>rd</sup> Streets between Park & Main Streets (see map below)



### Reason for Request

In 2018 and 2019, we hosted the White Light Mile which took place in downtown Fremont. Our goal was to provide a unique road race that showcased historic downtown and brought attention to the area and community by attracting runners from all over. Both runnings of the race were a success (we didn't host it in 2020 due to COVID-19), drawing participants not only from Fremont, but also from the following cities:

- Kansas City
- Omaha/Council Bluffs/Papillion/Ralston
- Lincoln

- Grand Island
- Central City
- Norfolk
- Columbus
- Schuyler
- Seward

The goal is to draw runners from all over once again, which will then encourage those participants to come back and continue supporting our local community.

Once again for this year, our race will be the USATF (USA Track & Field) state road mile championships. 2019 brought the fastest road mile in the state to Fremont and we want our city to continue to have that “bragging right”.

In order to put on a truly great experience for those in attendance, we are requesting that we close down a portion of downtown at 5:00 p.m., with streets re-opening by 8:00 p.m.

The reason for this request is two-fold. First and foremost is for runner safety. If the streets are closed, the runners can have a closed-road racing experience unlike any other in the state without having to combat traffic. The second reason is to foster spectator participation and fluid movement throughout downtown. With a condensed, two-loop course, spectators can freely move about the race course, crossing streets to either watch runners participate, or check out those businesses that may still be open.

### **Justification for the Request**

What makes this request more amenable to those downtown is the time of the event. Since the race will take place from 6:00 p.m. – 7:45 p.m., there is far less traffic to worry about, but still ample access to those businesses that may still be open. Any patrons will still be able to access those establishments using parking slightly outside of the closed-off race course, but will still be within very close walking distance to not create a nuisance.

Additionally, we will have Dodge County REACT on-site to help allow access to parking lots and garages that may fall within the closed-off portion. We will also have volunteers throughout the course to ensure those parked inside the area are able to exit as needed when runners aren't present. We'd look to partner again with Mark at the Street Department to have proper barricades along the course.

Furthermore, we will once again have full liability insurance for the race and the City of Fremont will be listed as one of the insured parties just as we did in 2019 to reduce any risk on the city. We will be contacting USATF to get the sanctioning and insurance executed the week of 6/28/2021 and will provide all necessary information to the City of Fremont for their records to ensure that all guidelines are met.

### **Area Benefits**

As local business owners, we realize the importance of “shop local”. Therefore, our hope is to draw attention to our historic downtown area, creating visibility to the area’s businesses, restaurants and services to those that may be unfamiliar with it. The vision we’ve held all along is to help promote those organizations through various means, including foot traffic from those in attendance, advertising and sponsorships and cross-promotion.

### **Who We Are**

Run Nebraska is a Fremont-based race timing and race management company that was established in 2017. We are locally-owned and operated and provide electronic race timing and photography services for all of the Fremont-area races, as well as branching out throughout the state.

# STREET CLOSURE AGREEMENT

This Street Closure Agreement (Agreement) is made and entered into on the 13<sup>th</sup> day of July 2021, by and between the City of Fremont (Owner) and Run Nebraska, LLC (Lessee) (collectively Parties).

## 1. RECITALS

1.1. Licensee wishes to lease public street(s) from Owner for the following purpose(s):

1.1.1. 3rd Annual White Light Mile (1-mile road race), and

1.2. Owner is willing to lease the following street(s):

1.2.1. Park Street between 5th and 6th Streets from 3:00 p.m. to 8:00 p.m. and the course of Park and Main Streets between 3rd and 6th and 6th and 3rd Streets Between Park and Main Streets from 5:00 p.m. to 8:00 p.m.;

1.3. Therefore, in consideration of the foregoing recitals and of the mutual covenants, terms, conditions and remuneration herein provided, and the rights and obligations created hereunder, the Parties agree as follows:

## 2. DEFINITIONS

2.1. For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given herein, unless more specifically defined within a specific Article or Section of this Agreement. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

2.2. Parking space: means a space authorized for public parking on a public street or in a public parking lot.

2.3. Owner's Facilities: means all public streets or public parking lots owned by the City.

## 3. SCOPE

3.1. Grant of Lease. Subject to the provisions of this Agreement, Owner hereby grants to Lessee a lease authorizing the use of Owner's facilities to Lessee for the purpose(s) stated above.

3.2. No Interference With Core Utility Service Requirements. Nothing contained in this Agreement shall limit Owner's right to use its facilities to fulfill its own public service and safety requirements consistent with its obligations under relevant law.



3.3. Access to Right-of-Way. Owner shall grant Lessee nondiscriminatory access to its rights-of-way. This obligation extends to rights-of-way Owner owns and/or has the right to authorize the use by the Lessee. For rights-of-way to which Owner does not have the right to authorize the use by the Lessee, Lessee shall obtain such consent as is necessary from the owner of the right-of-way.

#### **4. TERM**

4.1. This Agreement shall continue in force and effect for a period of October 9, 2021 during the times and locations authorized by the City Council in section 1.2.1 of this agreement. The agreement may be terminated by either party for cause at anytime upon 10-day written notice to the notice to the other party. The Lessee shall have a 10-day grace period to cure the cause of the default. If the cause is not cured to the satisfaction of the Owner within the grace period, the agreement shall terminate 10-days thereafter.

#### **5. FEES**

5.1. Daily Rental Fee. Lessee shall pay a fee of \$1.00 per day leased.

5.2. Billing. Owner shall issue an invoice to Lessee for parking space fees, specifying the number of days on which Owner seeks payment.

#### **6. ASSIGNMENT OF RIGHTS**

6.1. Lessee may not assign or transfer this Agreement unless approved in writing by the Owner.

#### **7. INDEMNIFICATION**

7.1. Damage. Lessee agrees to take reasonable care to avoid damaging Owner's Facilities and property of others.

7.1.1. Lessee agrees to reimburse Owner for all reasonable costs incurred by Owner for the physical repair of damage to Owner's Facilities caused by Lessee's negligence.

7.2. Personal Injury and Property Claims. Lessee agrees to indemnify and hold harmless for any and all claims made against the Owner, including attorney fees, as a result of Lessee's use of the Owner's Facilities and parking space(s).

#### **8. INSURANCE**

8.1. Insurance. Lessee shall carry insurance to protect the Parties hereto from and against any claims, demands, actions, judgements, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The amount of such insurance against liability due to damage to property shall be no less than \$1,000,000.00 as to any one accident

and \$2,000,000.00 in aggregate; and against liability due to injury to or death of persons no less than \$1,000,000.00 as to any one person and \$1,000,000.00 to any one accident, and shall list the Lessor as additionally insured. Lessee shall also carry Workmen's Compensation insurance as required by applicable Nebraska Statutes. Lessee shall provide certificates of insurance to the Owner verifying the coverages required under this agreement and that it will not cancel or change any such policy except after thirty days notice to the Owner. The certificate(s) of insurance shall be provided to the Owner no later than three (3) business days prior to the event.

## **9. APPLICABLE LAW**

9.1. The provisions of this Agreement are subject to the laws of the State of Nebraska.

## **10. HEADINGS**

10.1. The headings in this Agreement are inserted for convenience of reference only and shall in no way be considered in the interpretation of this Agreement.

**Lessee:**\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

**Owner - City of Fremont**

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

**RESOLUTION NO. 2021-095**

A Resolution of the City Council of the City of Fremont Nebraska, approving the request of Run Nebraska, LLC to close street(s) as requested

WHEREAS, Run Nebraska, LLC., has requested the closure of Park Street between 5th and 6th Streets from 3:00 p.m. to 8:00 p.m. and the running course of Park and Main Streets between 3rd and 6th and 6th and 3rd Streets Between Park and Main Streets from 5:00 p.m. to 8:00 p.m.; and

WHEREAS, this resolution is contingent upon Run Nebraska, LLC., providing an insurance policy naming the City of Fremont as additional insured.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Council approve Run Nebraska, LLC., to use the aforementioned location(s) during the provided time(s) for the 3rd Annual White Light Mile (1-mile road race), and the Mayor is authorized to sign the attached Street Closure Agreement.

PASSED AND APPROVED THIS 13<sup>th</sup> DAY OF JULY, 2021.

\_\_\_\_\_  
SCOTT GETZSCHMAN, MAYOR

ATTEST:

\_\_\_\_\_  
TYLER FICKEN, CITY CLERK

## STAFF REPORT

**TO:** Honorable Mayor and City Council

**FROM:** Glen Ellis & Chief Elliott

**DATE:** 6/29/21

**SUBJECT:** Municipal Code changes to *Chapter 5, Article 4 – Parking; to ADD* Sec. 5-424 – Parking Near Mailboxes

Recommendation – Approve and Hold First Reading of the Ordinance 5578.

**Request:** Attached is an addition to the Fremont Municipal Code, Chapter 5, Article 4, Section 5; the change adds Sec. 5-424 regarding rules for parking around mailboxes.

**Background:** The current code needs to be amended to add parking rules regarding access to mailboxes.

***Current:***

Article 4. - PARKING

Secs. 5-424—5-426. - Reserved.

***Proposed:***

Article 4. - PARKING

**Section 5-424. - Parking Near Mailboxes**

**No person shall park any vehicle within fifteen (15) feet of either side of a mailbox to hamper access by a postal vehicle to any mailbox.**

Secs. 5-42~~5~~—5-426. - Reserved.

## ORDINANCE NO. 5578

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 4, ARTICLE 5 SECTION 5-424 OF THE FREMONT MUNICIPAL CODE AND ALL OTHER ORDINANCES OR PART OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, THAT CHAPTER 4, ARTICLE 5 OF THE FREMONT MUNICIPAL CODE IS AMENDED TO ADD THE SECTION 5-424 AS FOLLOWS:

### SECTION I. DESCRIPTION OF ORDINANCE

#### ***CURRENT:***

Article 4. – PARKING

Secs. 5-424—5-426. - Reserved.

#### ***PROPOSED:***

Article 4. - PARKING

#### **Section 5-424. - Parking Near Mailboxes**

**No person shall park any vehicle so close to any mailbox that the vehicle hampers access of postal employees to any mailbox.**

Secs. 5-42~~5~~**5**—5-426. - Reserved.

---

Article 4. - PARKING

#### ***AS AMENDED:***

#### **Section 5-424. - Parking Near Mailboxes**

**No person shall park any vehicle so close to any mailbox that the vehicle hampers access of postal employees to any mailbox.**

**Secs. 5-425—5-426. - Reserved.**

**SECTION II. REPEAL OF CONFLICTING ORDINANCES.** This Ordinance of the City of Fremont, Nebraska, amends Chapter 5, Article 5 of the Fremont Municipal Code. Any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION III. EFFECTIVE DATE.** This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on \_\_\_\_\_ and distributed as a City Ordinance. PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Joey Spellerberg, Mayor

ATTEST:

\_\_\_\_\_  
Tyler Ficken, City Clerk

## STAFF REPORT

**TO:** Honorable Mayor and City Council

**FROM:** Glen Ellis & Chief Elliott

**DATE:** 6/29/21

**SUBJECT:** Municipal Code changes to *Chapter 5, Article 4 – Parking; to ADD* Sec. 5-424 – Parking Near Mailboxes

Recommendation – Approve and Hold First Reading of the Ordinance 5578.

**Request:** Attached is an addition to the Fremont Municipal Code, Chapter 5, Article 4, Section 5; the change adds Sec. 5-424 regarding rules for parking around mailboxes.

**Background:** The current code needs to be amended to add parking rules regarding access to mailboxes.

***Current:***

Article 4. - PARKING

Secs. 5-424—5-426. - Reserved.

***Proposed:***

Article 4. - PARKING

**Section 5-424. - Parking Near Mailboxes**

**No person shall park any vehicle within fifteen (15) feet of either side of a mailbox to hamper access by a postal vehicle to any mailbox.**

Secs. 5-42~~5~~—5-426. - Reserved.

## ORDINANCE NO. 5578

AN ORDINANCE OF THE CITY OF FREMONT, NEBRASKA, REPEALING AND REPLACING CHAPTER 4, ARTICLE 5 SECTION 5-424 OF THE FREMONT MUNICIPAL CODE AND ALL OTHER ORDINANCES OR PART OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE, PROVIDING WHEN THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FREMONT, NEBRASKA, THAT CHAPTER 4, ARTICLE 5 OF THE FREMONT MUNICIPAL CODE IS AMENDED TO ADD THE SECTION 5-424 AS FOLLOWS:

### SECTION I. DESCRIPTION OF ORDINANCE

#### ***CURRENT:***

Article 4. – PARKING

Secs. 5-424—5-426. - Reserved.

#### ***PROPOSED:***

Article 4. - PARKING

#### **Section 5-424. - Parking Near Mailboxes**

**No person shall park any vehicle so close to any mailbox that the vehicle hampers access of postal employees to any mailbox.**

Secs. 5-42~~5~~—5-426. - Reserved.

---

Article 4. - PARKING

#### ***AS AMENDED:***

#### **Section 5-424. - Parking Near Mailboxes**

**No person shall park any vehicle so close to any mailbox that the vehicle hampers access of postal employees to any mailbox.**

**Secs. 5-425—5-426. - Reserved.**



**SECTION II. REPEAL OF CONFLICTING ORDINANCES.** This Ordinance of the City of Fremont, Nebraska, amends Chapter 5, Article 5 of the Fremont Municipal Code. Any other ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION III. EFFECTIVE DATE.** This ordinance shall take effect and be in force from and after its passage, approval, and publication according to law. This ordinance shall be published in pamphlet form on \_\_\_\_\_ and distributed as a City Ordinance. PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Joey Spellerberg, Mayor

ATTEST:

\_\_\_\_\_  
Tyler Ficken, City Clerk

## STAFF REPORT

**TO:** Honorable Mayor and City Council

**FROM:** David Goedeken, P.E., Director of Public Works/City Engineer

**DATE:** July 13, 2021

**SUBJECT:** Johnson Road South Union Pacific Railroad (UPRR) Crossing Improvements

**Recommendation:** Motion to award contract to M.E. Collins Contracting Co., Inc. for the Johnson Road South UPRR Crossing Improvements in the amount of \$274,219.10.

### Background:

On June 23, 2021 at 2:00 p.m., bids were accepted and opened proposals for the Johnson Road South UPRR Crossing Improvements project. There were several interested contractors inquiring about the project and two (2) bid proposals were received.

The Johnson Road South UPRR Crossing Improvements project is the segment of the roadway in the UPRR right of way which is presently a gravel surface. Phase II of this project consists of approximately 150 LF constructed storm sewer, two junction boxes and approximately 1025 SY of new concrete pavement. Location of the project is on Johnson Road between Jack Sutton Drive and First Street in the City of Fremont, Nebraska.

<u>Interested Contractors:</u>	<u>Proposal Submitted</u>
Sawyer Construction Co.	\$313,866.10
M.E. Collins Contracting Co., Inc.	\$274,219.10

The Utility and Infrastructure Board recommend Council award contract to M.E. Collins Contracting Co., Inc. at their meeting on June 29, 2021 by a vote of 3-0.

### Fiscal Impact:

M.E. Collins Contracting Co., Inc. of Wahoo, Nebraska was the lowest bid amount of \$274,219.10 with the funds coming out of the Street Fund. The Engineer's Estimate was \$245,000.00.

## CONSTRUCTION CONTRACT

This AGREEMENT made and entered into this 13<sup>th</sup> day of July, 2021, by and between the CITY OF FREMONT, NEBRASKA, OWNER, First Party, and M.E. COLLINS CONTRACTING CO., INC. hereinafter designated as CONTRACTOR, Second Party.

WITNESSETH, that for the consideration hereinafter mentioned, the contractor agrees to furnish at his own expense and cost, all tools, labor and materials required to complete the project titled JOHNSON ROAD SOUTH U.P.R.R CROSSING IMPROVEMENTS per the Plans and Specifications, copies of which have been furnished, as though fully set forth herein.

It is further agreed that the contractor shall furnish the City with Performance, Payment and Maintenance bonds for a period of TWO (2) YEARS past the completion of the project, in a sum equal to one-hundred percent (100%) of the contract price; bearing date of \_\_\_\_\_, 2021, conditioned for the payment of all laborers and mechanics for the labor that will be performed and for the payment of material which is actually used in the performance of the terms of this contract; and also shall well and faithfully keep and perform all the terms of this contract; and shall protect and indemnify and save harmless the said CITY OF FREMONT, NEBRASKA against any and all claims, loss or damage of whatever kind, nature or character, incident to said work.

In consideration of the completion of all work herein embraced in a good and workmanlike manner, to the satisfaction of the City Engineer and approval of the Mayor and City Council, the CITY OF FREMONT, NEBRASKA agrees to pay the CONTRACTOR in the manner provided in the specifications and per the Bid Form submitted by the CONTRACTOR, dated **June 23, 2021**, attached hereto as part of the Agreement for a total amount of **\$274,219.10.**

The CONTRACTOR shall register and use a Federal Immigration Verification System to determine the work eligibility status of newly hired employee's physically performing services within the State of Nebraska. The prime Contractor shall contractually require every subcontractor to register with and use a Federal Immigration Verification System to determine the work eligibility status of a newly hired employee physically performing services within the State of Nebraska.

The Federal Immigration Verification System shall be an electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program. The CONTRACTOR may use an equivalent Federal Program designated by the United States Department of Homeland Security or other Federal Agency authorized to verify the work eligibility status of a newly hired employee. The equivalent program shall comply with the Immigration Reform and Control Act of 1986.

Progress payments shall be made monthly on work approved by the Engineer. The City of Fremont shall retain 10% on finished work and delivered materials. The retainage on finished work shall drop to 5% for all subsequently completed work once the project is satisfactorily 50% or more completed.

The CONTRACTOR will submit an Affirmative Action Statement and Program to the office of the Mayor within 10 (ten) days after the bid has been awarded by the Fremont City Council.

Final Payment shall be made on approval of the City Engineer, Mayor and City Council.

Before the Final Payment may be made on the Final Three Percent (3%) of the contract, the contractor shall furnish a written clearance from the Commissioner of Labor of the State of Nebraska certifying that all payments then due of contributions or interest which may have arisen under the contract have been made by the contractor or his subcontractors to the Unemployment Compensation Fund.

All certificates for payment submitted by the CONTRACTOR to the OWNER shall be broken down into separate quantities and costs by bid item in the original proposal. Pay applications shall be submitted no later than two Fridays prior to an upcoming City Council for Council approval of the payment.

The CONTRACTOR agrees to commence work as soon as practical after execution of the contract. The CONTRACTOR also agrees to have all work completed and ready for Final Payment on or before **April 24, 2022**. Working days shall be counted per the 2017 NDOT Standard Specifications for Highway Construction. Liquidated damages of Five Hundred Dollars (\$500.00) per working day will be assessed after the time for completion, plus any extensions granted by the City Council, has expired.

In carrying out its respective obligations and responsibilities under this Agreement, each of the parties agrees to observe and comply with all applicable statutes, laws, regulations and requirements of governmental authorities having jurisdiction over the parties or the subject matter of this Agreement.

This contract shall be governed by Nebraska law and any dispute arising out of or under said agreement shall be heard in court system of Dodge County, Nebraska. Said court system shall be the forum of choice by both parties to this agreement.

No oral modifications or amendments to, this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

This Agreement, including Exhibits, represents a complete and formal agreement of the parties. This Agreement was entered into at arm's length, and the terms hereof represent the will of the parties. Therefore, no usage of trade, course of dealing, course of performance, or longstanding practices, policies, or procedures of any of the parties, or their agents, may be inferred as part of this Agreement, may be incorporated in any way as part of this Agreement, nor may constitute a waiver of rights by any of the parties hereto.

Should any provision of this Agreement, require judicial interpretation, the court interpreting or constructing the same shall not apply to a presumption but that the terms hereof

shall be more strictly construed against one party, by reason of the rule, of construction that a document is to be construed more strictly against the person who himself or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereto. The paragraph and section headings in this Agreement contained are for convenience only, and do not constitute a part of the provisions hereto.

The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include the other gender. The paragraph and section headings in this Agreement contained are for convenience only, and do not constitute a part of the provisions hereto.

IN WITNESS WHEREOF, we the PARTIES to this AGREEMENT, have hereunto set out hands and seals on the day of the year first above written.

CITY OF FREMONT, NEBRASKA

M.E. COLLINS CONTRACTING CO.,  
INC.

400 EAST MILITARY AVENUE

PO BOX 83

FREMONT, NE 68025

WAHOO, NE 68066

\_\_\_\_\_  
JOEY SPELLERBERG, MAYOR

\_\_\_\_\_  
*Signature*

ATTEST:

\_\_\_\_\_  
*Name – Please Print*

\_\_\_\_\_  
TYLER FICKEN  
CITY CLERK

\_\_\_\_\_  
*Date (Not prior to bond dates)*

\_\_\_\_\_  
*Email*

## STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: Dave Goedeken, Director of Public Works

DATE: July 13, 2021

SUBJECT: Request to close Street, Sidewalks, and Parking of 5<sup>th</sup> Street from Main Street, West to the Alley.

<p><b>Recommendation:</b> Approve Resolution 2021-096</p>
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**Background:** A request has been submitted to the City for closure of both lanes of 5<sup>th</sup> Street, the adjacent sidewalks, and parking areas, from Main Street, West to the alley. This would be a total closure of the street from Main Street to the Alley. Attached is a location drawing and illustration of the request. The applicant is Lund-Ross Constructors Inc. The applicant will be doing demolition work inside and outside of the 505 Building, and will need to close this area off for safety purposes. They anticipate the timeframe of work to be from July 22, 2021 through July 2022.

The applicant has submitted a project plan, schedule, and proof of insurance naming the City of Fremont as an additional insured. Engineering Staff has informed the applicant they will need to barricade the work to conform to the Manual of Uniform Traffic Control Devices. The applicant's work zone and work plan are attached.

**Fiscal Impact:** The work is being done at the applicant's expense and there will be no expenses to the City of Fremont.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 402-861-7000 <b>E-MAIL ADDRESS:</b> lynn.haugen@hakco.com <b>FAX (A/C, No):</b>		
<b>INSURED</b> Lund-Ross Constructors, Inc. 4601 F Street P.O. Box 3688 Omaha NE 68103 LUN34221		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A: The Cincinnati Insurance Co		10677
		INSURER B: The Cincinnati Indemnity Co		23280
		INSURER C:		
		INSURER D:		
		INSURER E:		
INSURER F:				

**COVERAGES**

CERTIFICATE NUMBER: 504685225

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP0458713	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			EPP0458713	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP0458713	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	EWC0463530	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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### Construction/Demolition Obstruction Permit

The purpose of a Construction/Demolition Obstruction Permit is for the use of the streets, avenues, alleys and sidewalks on a temporary basis, to construct, destroy or repair premises.

Adjacent owner consent:

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Name Printed

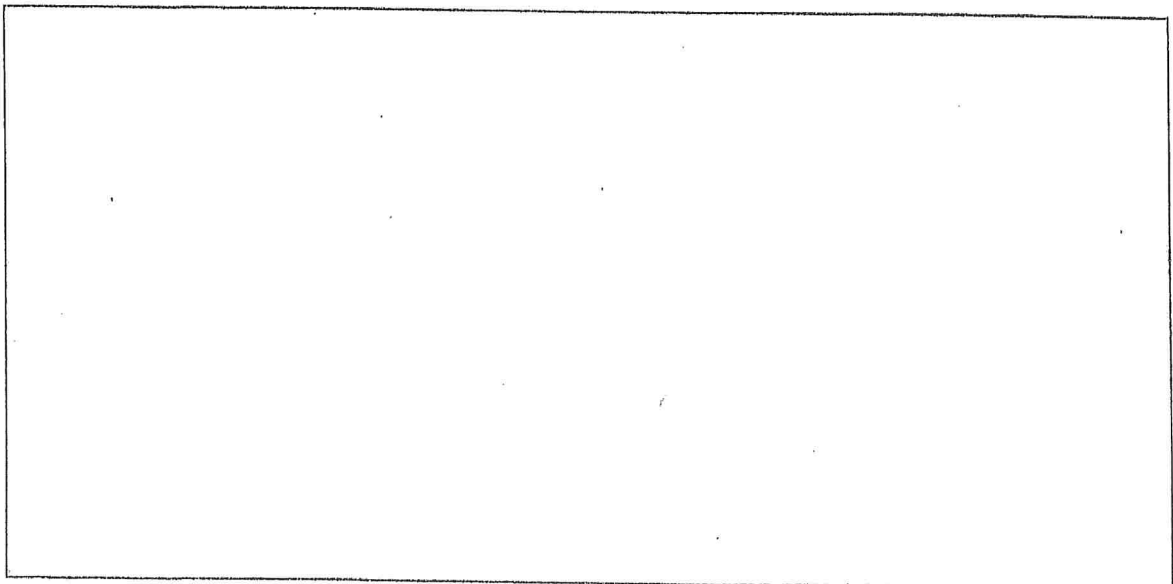
Provide a description of the use of the public property, the length of time the property will be used, and extent of public property to be used:

Description of use:

\_\_\_\_\_  
WE would like to block off the two  
parking spots on the main street in front  
of the 605 building and block off the street  
on the south E St. from N. main to the  
Alley on the west  
\_\_\_\_\_

\_\_\_\_\_  
JULY 12 2021 to JULY 2022  
Start Date End Date

Drawing of extent of public property to be used (attach drawing if necessary)





Statement of the precautions to be taken and maintained to warn and protect the public of the obstruction, which shall include warning lights at time of poor visibility:

we will use flashing red concrete barriers  
with all of the warning signs

A statement that an insurance policy or endorsement of a policy is provided protecting the City from all claims, damages and demands arising out of the use of such public property by the applicant or adjacent property owner. Such insurance policy or endorsement shall accompany the application and shall name the City as one of the assured and shall give the City all the protection found in the Nebraska Uniform Standards policy, so as to pay on behalf of the City any sums for which the City should become obligated to pay by reason of liability imposed by law arising from the use by the applicant or adjacent property owner of such public property. If the endorsement on a policy was not originally issued in this state, then such endorsement shall contain provisions that the protection afforded by the endorsement includes all the provisions found in the Nebraska Standard Form Policy covering public liability and property damage risks. Such policy, endorsement or bond shall be in force during all times that the applicant or adjacent property owner is using public property as aforesaid. The amount of protection afforded the City shall be at a minimum of twenty five thousand (\$25,000.00) dollars for each person, fifty thousand (\$50,000.00) dollars for each accident or occurrence and ten thousand (\$10,000.00) dollars for damage to property.

Applicant must attach policy providing minimum coverage as provided prior to consideration by the City Engineer/Building Inspector.

Policy Attached? YES ☒

NO ☐

Building Inspector or City Engineer Approval:

\_\_\_\_\_  
City Engineer/Building Inspector

\_\_\_\_\_  
Date

OF BUILDING FOOTPRINT ON  
GROUND FLOOR

505 BUILDING  
(5 STORIES)

BOLD DASHED LINE  
INDICATES PROPERTY  
LINE

INDICATES INTERIOR FACE OF  
ALL BELOW; BASEMENT EXTENDS  
AND EAST SIDEWALKS AND A  
EXISTING PARALLEL PARKING STALLS

ET CURB AND PARALLEL

EAST 5TH STREET

ONE WAY  
TRAFFIC  
(2 LANES)

ONE WAY  
TRAFFIC  
(2 LANES)

NORTH MAIN STREET

CITY TO PROVIDE NEW  
FRENCH DRAIN NEAR  
TREE & ADD SOIL AND  
GROUND COVER FROM  
PREVIOUS WASH-OUT;  
OR TREE TO BE  
REMOVED TO  
PREVENT POSSIBLE  
ROOTS PUSHING UP  
AGAINST THE  
BASEMENT WALL OF  
THE 505 BLDG.; WORK  
NOT INCLUDED IN THIS  
CONTRACT

ALL WORK NOT  
INCLUDED IN THIS  
CONTRACT

5 6 7 8 9 10

## RESOLUTION 2021-096

**A Resolution of the City Council of the City of Fremont, Nebraska, approving to close 5<sup>th</sup> Street and restrict parking between Main Street, West and the alley.**

**WHEREAS**, a request has been made to temporarily close 5<sup>th</sup> Street and restrict parking from Main Street, West to the alley; and,

**WHEREAS**, the applicant has submitted a request of closure, a work plan, and certificates of insurance; and,

**WHEREAS**, the applicant shall be required to safely fence and barricade the work zone to the requirements of the Manual for Uniform Traffic Control Devices.

**NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL** that the request to close 5<sup>th</sup> Street and restrict parking between Main Street, West and the alley, be adopted by the Fremont City Council.

PASSED AND APPROVED THIS 13<sup>th</sup> DAY OF July, 2021

---

Joey Spellerberg, MAYOR

ATTEST:

---

Tyler Ficken, City Clerk

## STAFF REPORT

TO: City of Fremont Mayor and City Council Utilities and Infrastructure Board

FROM: Utilities and Infrastructure Board  
Jeff Shanahan, LDW Power Plant Superintendent

DATE: July 13, 2021

SUBJECT: Lon D. Wright Power Plant Fuel Handling Receiving Equipment Modifications

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**RECOMMENDATION:** Motion to approve contract with Southern Environmental for Lon D. Wright (LDW) Coal Handling Modifications in an amount not to exceed \$589,400.00.

---

### **BACKGROUND:**

In 2019 the City hired HDR Engineering to develop specifications for a rail track extension completed in 2020. As part of the HDR scope of work they also performed a study to increase LDW fuel handling unloading capabilities from approximately 600 to 800 tons/HR, and improve the reliability of the process. Upon review and discussion of various options LDW staff decided to bid the rebuild and reconfiguration of the feeder hoppers, replacement of the feeders and increase the speed of the takeaway (Belt 1) conveyor.

The City of Fremont hired HDR Engineering to provide a specification and drawings for the work mentioned above. Bids were received on Wednesday June 16, 2021 at 10:00 am in the City Council Chambers.

The City received two (2) sealed bids. The bids are summarized in the table below.

	Midwest Mechanical	Southern Environmental
Base Bid	\$677,995.00	\$457,100.00
Vendor Option 1 Cable and Conduit		\$125,000.00
Vendor Option 2 New Belt Scale		\$24,700.00
Vendor Option 3 Feeder Motor Starters		\$7,000.00
Vendor Option 4 Utilize OEM Paint		(\$24,500.00)
Total Price	\$677,995.00	\$589,400.00

At the June 29, 2021 Utilities and Infrastructure Board meeting this item was discussed with LDW staff. The Utilities and Infrastructure Board voted 3 to 0 to recommend to the City of Fremont Mayor and City Council to authorize the City of Fremont, Department of Utilities Staff to sign a contract and issue a purchase order to Southern Environmental Inc. in the amount of \$457,100.00 for the base price of the fuel handling receiving equipment modifications. The Utilities and Infrastructure Board approved the Vendor listed options if necessary for a total price of 589,400.00. The contract will be for the Base Scope only and the optional items will only be selected only if the current equipment is not suitable for the project.

### **FISCAL IMPACT:**

FY 2021-2022 Max Bid \$589,400.00 this item was budgeted and included in the Capital Improvement Plan

## Contract

THIS CONTRACT AND AGREEMENT, made and entered into in quadruplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF FREMONT/DEPARTMENT OF UTILITIES, 400 East Military Avenue, Fremont, Nebraska 68025, Party of the First Part, hereinafter called the "Owner" SOUTHERN ENVIRONMENTAL, INC \_\_\_\_\_, Party of the Second Part, and hereinafter called the "Contractor."

WITNESSETH: That the Contractor, for and in consideration of the sum of \$ 457,100.00 \_\_\_\_\_, payable as set forth in the Contract Documents constituting a part of this Contract, hereby agrees to supply material, labor and supplies for Lon D. Wright Coal Handling Modifications in accordance with the specifications and other contract documents.

Contract documents include the specifications, including the general conditions, supplementary conditions, technical specifications and the bid proposal.

The Contractor herein also agrees to pay all just claims for materials, supplies, tools, fuels, lubricants, equipment, equipment rental, machinery, insurance premiums, and services used or consumed in the construction of the work by him or any of his subcontractors, and for the payment of all laborers and mechanics for all labor performed in the work by him or any of his subcontractors, and for all other just claims filed against him or any of his subcontractors in carrying out the provisions of this contract and further agrees that the Bonds shall be held to cover all such claims.

The Contractor agrees to pay the Unemployment Compensation Fund of the State of Nebraska the unemployment contributions and interest due under provisions of Nebraska Law (Section 48-601 to 48-669) on wages paid to individuals employed, and to comply with the conditions regarding Fair Employment Practices as contained in the Nebraska Statutes (Section 48-1101 through 48-1125) in the performance of this Contract.

The Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner. The Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

The Contract Documents constitute the entire agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

It is understood and agreed that the Contractor shall not do any work or furnish any material not covered and authorized by this Contract, except under an executed Change Order. Any such work which may be done or any such materials which may be furnished by the Contractor without such written order first being given, shall be at his own risk, cost and expense; and the

Contractor hereby covenants and agrees that he shall make no claim for compensation for any work so done or any materials so furnished.

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this Contract.

IT WITNESS WHEREOF, we, the contracting parties by our agents hereto affix our signatures and seals.

OWNER: City of Fremont  
Department of Utilities

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor, City of Fremont NE.

Title: \_\_\_\_\_

WITNESS:

ATTEST: (Witness)

By: \_\_\_\_\_

\_\_\_\_\_

Title: City Clerk, City of Fremont NE.

## STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Tyler Ficken, City Clerk

DATE: July 13, 2021

SUBJECT: City-County Joint Redistricting Committee

<p><b>Recommendation:</b> Move to approve the recommendation of the Mayor to appoint three City Council members to the City-County Joint Redistricting Committee</p>
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**Background:** Dodge County Clerk Fred Mytty has requested the appointment of three members of the City Council to serve on a City-County Joint Redistricting Committee. Please see attached letter.

Three Council Members have been appointed to this board in the past (2001 and 2011).

Mayor Spellerberg recommends the appointments of Councilman Sookram, Councilman Kuhns and Councilwoman Ganem.



# DODGE COUNTY CLERK

## Fred Mytty

Deputy Clerk – Micki Gilfry  
Clerical - Kelly Irvin, Shauna Neal, Lori Welbes

Courthouse – Room 102, 435 North Park, Fremont, Nebraska 68025-4977  
Phone (402)727-2767, Fax (402) 727-2764

June 8, 2021

Bob Missel, Chairman, Board of Supervisors  
Joey Spellerberg, Mayor, City of Fremont

Good Day!

It's that time again. Since the decennial census results have been delayed but are expected to be released August 16, 2021, your wards and our supervisor districts have to be realigned to have equal numbers of people in each district.

Traditionally, I have asked three members of the council and three members of the Board of Supervisors to serve on a joint committee, along with myself, to study redistricting options to reach the common goal of equal representation.

It would be the task of this committee to iron out alternatives for eventual public hearings on a consensus plan that will be needed by both city and county to enact the new districts.

It's a tight window but both boards have to have action done by November 1, 2021. Candidates can start filing January 5, 2022. (The Legislature was aware of the Census' delay and passed LB 285e to move these deadlines back.)

Again from experience with four redistricting plans over the last four decades, I would anticipate three or four meetings of this committee as soon as the block by block data can be analyzed.

If you could both appoint three members by August 1, 2021, I would appreciate it. After the appointments are made I will make arrangements for our initial meeting.

Sincerely,



Fred Mytty  
Dodge County Clerk



## STAFF REPORT

TO: Honorable Mayor and City Council

FROM: Shane Wimer, Assistant City Administrator

DATE: July 13, 2021

SUBJECT: Purchase of land and property located at 230 West 9<sup>th</sup> Street

Recommendation: Approve Resolution 2021-097 with appropriate purchase price
---

**Background:** The property located at 230 West 9<sup>th</sup> Street. The property is directly west and abuts the City Auditorium. The purchase of this property would benefit the City for parking at the City Auditorium. The cost of the property has been negotiated with the owner. This is contingent upon Council approval of the purchase. Staff recommends the purchase of the property.

**Fiscal Impact:** \$\_\_\_\_\_ for purchase of property, no more than \$1,500.00 for closing costs and title insurance.

**RESOLUTION NO. 2021-097**

**A Resolution of the City Council of the City of Fremont, Nebraska to approve staff to purchase the residence of 230 West 9th Street, Fremont Nebraska for the City of Fremont.**

**WHEREAS,** The City of Fremont would purchase property and residence located at 230 West 9th Street for a sum of \$\_\_\_\_\_, including a cost of closing and title insurance not to exceed an additional cost of \$1,500.00.

**WHEREAS,** City staff has the authority to make such a purchase on behalf of the city.

**NOW THEREFORE BE IT RESOLVED:**

That the Mayor and City Council hereby approve the resolution and direct city staff to make such purchase of the property and residence. Effective date 13<sup>th</sup> day of July 2021.

PASSED AND APPROVED THIS 13<sup>th</sup> DAY OF JULY, 2021

\_\_\_\_\_  
Joey Spellerberg, Mayor

ATTEST:

\_\_\_\_\_  
Tyler Ficken, City Clerk